



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

Chisago County Government Center
313 North Main Street, Room 160
Center City, MN 55012-9663

Phone: 651-213-8830 FAX: 651-213-8876

BOARD OF COMMISSIONERS ANNUAL ORGANIZATION MEETING AGENDA TUESDAY, January 4, 2022

Commissioners:

District 1
Chris DuBose
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Mike Robinson

9:00 a.m.

Convene Annual Meeting; Pledge of Allegiance; Approve Agenda

Annual Business Items:

- | | |
|--|--------|
| 1.) Election of 2022 Board Chair | TAB 1 |
| 2.) Election of 2022 Board Vice Chair | TAB 2 |
| 3.) 2022 Board Chair - Opening Remarks | TAB 3 |
| 4.) Confirming the Board of Commissioner's Operating Guidelines for 2022 | TAB 4 |
| 5.) Establish 2022 Meeting Schedule | TAB 5 |
| 6.) Establish 2022 Mileage, Lodging, and Meal Reimbursement Rates | TAB 6 |
| 7.) Annual Review of Perfunctory Personnel/Human Resources Actions | TAB 7 |
| 8.) Discuss/Establish 2022 Board Committee Assignments | TAB 8 |
| 9.) Reaffirmation of Official Publication/Newspaper | TAB 9 |
| 10.) 2022 Citizen Appointments to Various Boards/Committees/Commissions | TAB 10 |
| 11.) Setting the Ditch Levies for 2022 | TAB 11 |

Citizen's Forum

"The Citizen's Forum is provided so you may make a comment, statement, question or proposal. Comments, Statements, questions or proposals shall be directed to the Board as a whole, and not to individual commissioners or the audience. You will be limited to three minutes and we ask that you conduct yourself in a professional, courteous manner, and refrain from the use of profanity. Failure to abide by this policy may result in the loss of your privilege to speak that night."

Consent Agenda:

- | | |
|---|--------|
| 12.) Authorize Payment of County's Warrants and Miscellaneous Bills | TAB 12 |
| 13.) Approve Minutes of December 15, 2021 Regular Meeting | TAB 13 |
| 14.) Acceptance of 2021 Chisago County Donations | TAB 14 |
| 15.) Authorization for County Auditor-Treasurer to Transfer Funds | TAB 15 |

Business Meeting:

- | | |
|---|--------|
| 16.) Arrowhead Transit Lease Renewal | TAB 16 |
| 17.) Final Contract Payment for CSAH CP 013-064-021 CR 64 and 65 Resurfacing | TAB 17 |
| 18.) Letter of Support for Lakes Area Law Enforcement and Training Center State Bonding | TAB 18 |
| 19.) Off-Highway Vehicle Safety Grant - CCSO | TAB 19 |
| 20.) Hazard Mitigation Assistance Agreement | TAB 20 |
| 21.) Out of State Travel Request - Monthly Client Visit to Connecticut | TAB 21 |
| 22.) Professional/Technical Services Contract between Chisago Lakes Achievement Center | TAB 22 |
| 23.) Thomson Reuters (Westlaw) Order Form (renewal) | TAB 23 |
| 24.) Lent Township Building & Septic Inspection Services Contract | TAB 24 |

Discussion Items:

- Correspondence
- Administrator Updates
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: <u>1</u>
Title of Item for Consideration: Election of 2022 Chisago County Board Chair	
Action Requested by: Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Every year, the Board of Commissioners is asked to nominate and select a new Chairperson for the upcoming Business year.	
Background: The Clerk of the Board is requesting the Board select a Chairperson for the upcoming 2022 Business year. The Clerk of the Board will call for nominations of the Chair for 2022. Then the Clerk will call for a voice vote of the Commissioners and, after voting, the Chair for 2022 will be declared.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners select the 2020 Chair with the following suggested motion: <p style="text-align: center;"><i>Those in favor of Commissioner _____ for Chair, please say 'aye'; whereupon the Clerk declared Commissioner _____ as Chair of the Board for 2022.</i></p>	
Implications of Action: If the suggested election is undertaken, the County Board will have a Chairperson for the upcoming 2022 Business year. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve 	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 2
Title of Item for Consideration: Election of 2022 Chisago County Board Vice Chair	
Action Requested by: Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Every year the Board of Commissioners is asked to nominate and select a new Vice Chairperson for the upcoming Business year.	
Background: The Board of Commissioners selects a new Vice Chairperson for the upcoming 2022 Business year. The newly elected 2022 Chairperson will call for nominations for Vice Chair for 2022. The Board Chairperson will then call for a voice vote of the Commissioners and, after voting, declare the Vice Chair for 2022.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners select the 2021 Vice Chair with the following motion: <p style="text-align: center;"><i>Those in favor of Commissioner _____ for Vice-Chair, please say 'aye';</i></p> <p style="text-align: center;"><i>whereupon the Chairperson declared Commissioner _____ as Vice-Chair of the Board for 2022.</i></p>	
Implications of Action: If the action is undertaken by the County Board, the Board will have a Vice-Chairperson for the upcoming 2022 Business year. Budget/Financial Implications: None Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 3
Title of Item for Consideration: 2022 Chisago County Board Chair Opening Remarks	
Action Requested by: Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Every year, the Chisago County Board of Commissioners' newly selected Chairperson is allotted time to make a few opening remarks.	
Background: The County Board has reserved time in the Agenda for the newly selected Chairperson to provide some opening remarks. Such remarks will be published in the January 4, 2022 minutes.	
Action Requested/Recommended: It is respectfully requested that the newly elected 2022 Chisago County Board Chairperson provide a few opening remarks at this, the start of the new year.	
Implications of Action: Remarks made will be published in the Chisago County Board of Commissioners minutes for January 4, 2022.	
Budget/Financial Implications: None	
Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	<div style="display: flex; justify-content: space-around;"> Aye _____ Nay _____ Abstain _____ </div>

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 4
Title of Item for Consideration: Confirming the Chisago County Board of Commissioner's Operating Guidelines for 2022	
Action Requested by: County Board of Commissioners	Department: Administration/Clerk of the Board
Previous Action on this Matter: Every year the Board of Commissioners adopts Rules of Conduct and Rules of Order for the Meetings of the Chisago County Board of Commissioners.	
<p>Background: The County Board functions within the statutory framework of Minnesota Law. General duties, powers, and responsibilities are found in Minnesota Statutes, especially but not exclusively Chapters 370, 373, and 375. Minnesota Statutes supersede all bylaws, rules, and policies established by the Board.</p> <p>The Operating Guidelines of the County Board are intended to facilitate the transaction of business by the County Board, County staff, and the established committees. The principles shall guide the County Board in its interpretation and application of the Guidelines.</p> <p>Attachment:</p> <ul style="list-style-type: none"> • Chisago County Board of Commissioners Operating Guidelines 2022 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners adopt Chisago County Board of Commissioner's Operating Guidelines for 2022. The suggested motion is as follows:</p> <p style="text-align: center;"><i>"Move to adopt the attached Chisago County Board of Commissioner's Operating Guidelines for 2022."</i></p>	
<p>Implications of Action: The Operating Guidelines set a standard of conduct and rules to guide the Board, staff and the citizens we serve in the conduct and rules of meetings and to address agenda items.</p> <p>Budget/Financial Implications: None</p> <p>Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.</p>	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	<div style="display: flex; justify-content: space-around;"> Aye _____ Nay _____ Abstain _____ </div>

Chisago County
Board of Commissioners



Operating Guidelines

2022

ADOPTED 1/4/2022

Chisago County Board of Commissioners

2022

District 1 – Chris DuBose

District 2 – Rick Greene

District 3 – Marlys Dunne

District 4 – Ben Montzka

District 5 – Mike Robinson

County Administrator – Chase Burnham

County Attorney – Janet Reiter

County Sheriff – Brandon Thyen

TABLE OF CONTENTS

I.	OVERVIEW	5
A.	Purpose	5
B.	Statement of Principles.....	5
C.	Effective Date	5
II.	AMENDMENTS TO THE OPERATING GUIDELINES.....	5
III.	COUNTY BOARD ORGANIZATION	6
A.	Membership.....	6
B.	Commissioner District.....	6
C.	Terms of Office	6
D.	Vacancy	6
E.	Officers	8
F.	Compensation.....	8
G.	Indemnification	8
IV.	COUNTY MEETINGS	8
A.	Regular Meetings	8
B.	Statutory Meeting	9
C.	Open Meeting Law	9
D.	Closed Meetings.....	9
E.	Special/Emergency Meetings	9
F.	Work Sessions and Informal Meetings	10
G.	Public Hearings	10
H.	Audience/Citizen Requests.....	11
I.	Board Committees	11
J.	Quorum	11
K.	Role of Presiding Officer	12
L.	Addressing the County Board.....	12
M.	County Administrator	12
V.	RULES OF PROCEDURE.....	13
A.	Statement of Purpose of the Board.....	13
B.	Statement of Principles of the Rules.....	13
C.	Statement of Purpose of the Rules.....	13
VI.	TYPES OF COUNTY BOARD ACTION	13

A.	Resolution.....	13
B.	Ordinance.....	14
C.	General Consensus	14
D.	Policy Development	14
VII.	COUNTY BOARD AGENDA.....	14
A.	Preparation and Distribution	14
B.	Order of Business	15
C.	Agenda.....	15
D.	Committee Reports/Commissioner Updates	15
E.	Official Records	15
VIII.	COUNTY BOARD COMMITTEES.....	16
A.	Special Committees.....	16
IX.	ADVISORY COMMITTEES.....	16
A.	Policy	16
B.	Role and Purpose of Committees	16
C.	Operating Procedures	17
D.	Resignations	17
E.	Terms	17
F.	Ex-Officio Members	17
G.	Appointment of Chairs	17
X.	CODE OF ETHICS	18
XI.	CITIZENS.....	18
A.	Public Communication.....	18
B.	Open Meeting Law	19
C.	Audience Participation at Board Meetings.....	19
D.	Responding to Correspondence/Inquiries/Complaints from Citizens.....	19
XII.	STAFF	20
A.	County Administrator.....	20
B.	Role of Staff	21
C.	Legislative Protocol for Staff	21

I. OVERVIEW

A. Purpose

The Chisago County Board of Commissioners hereinafter may also be referred to as “Board” or “County Board”, is the body charged by law with the management of the affairs of Chisago County. The County Board operates as a deliberative and legislative assembly, meeting to discuss and determine the direction and policies of the County within the confines of State and Federal Law.

The County Board functions within the statutory framework of Minnesota Law. General duties, powers, and responsibilities are found in Minnesota Statutes, especially but not exclusively Chapters 370, 373, and 375. Minnesota Statutes supersede all bylaws, rules, and policies established by the Board.

The Operating Guidelines of the County Board are intended to facilitate the transaction of business by the County Board, County staff, and the established committees. The following principles shall guide the County Board in its interpretation and application of the Guidelines.

B. Statement of Principles

The Operating Guidelines are designed to produce a procedural balance that considers all principles and articulates a specific process by which those principles interact and work.

C. Effective Date

These guidelines shall become effective upon passage by the County Board on January 4, 2022.

II. AMENDMENTS TO THE OPERATING GUIDELINES

Any member of the County Board may initiate action to amend the Operating Guidelines. Amendments to the Operating Guidelines may also be initiated by the County Administrator.

During the annual organizational meeting, also known as statutory meeting (see page 9), the County Board shall adopt the Operating Guidelines for the year.

At any time throughout the year the County Board may amend the Operating Guidelines by an affirmative vote of the members. Changes shall be effective immediately upon passage.

Any changes in statute or law affecting the guidelines are effective immediately and will be reflected in the next draft of the guidelines.

III. COUNTY BOARD ORGANIZATION

A. **Membership**

The County Board consists of five (5) members elected from single-member districts appointed on the basis of population as provided by law.

B. **Commissioner District**

The boundaries of commissioner districts, including the procedures to follow in the event that a redistricting is needed, are established pursuant to Minnesota Statutes 375.025.

C. **Terms of Office**

The term of each Board member is four years, except as otherwise established pursuant to Minnesota Statutes 375.03.

D. **Vacancy**

A vacancy in the office of County Board is filled pursuant to Minnesota Statutes 375.101:

Subdivision 1. **Option for filling vacancies; special election.** (a) Except as provided in subdivision 3, a vacancy in the office of County Commissioner may be filled as provided in this subdivision and subdivision 2, or as provided in subdivision 4. If the vacancy is to be filled under this subdivision and subdivision 2, it must be filled at a special election. The County Board may by resolution call for a special election to be held according to the earliest of the following time schedules:

- (1) Not less than 120 days following the date the vacancy is declared, but no later than 12 weeks prior to the date of the next regularly scheduled primary election;
- (2) Concurrently with the next regularly scheduled primary election and general election; or
- (3) No sooner than 120 days following the next regularly scheduled general election.
- (4) The person elected at the special election shall take office immediately after receipt of the certificate of election and upon filing the bond and taking the oath of office and shall serve the remainder of the unexpired term. If the county has been reapportioned since the commencement of the term of the vacant office, the election shall be based on the district as reapportioned.

Subd. 2. **When victor seated immediately.** If a vacancy for which a special election is required occurs less than 120 days before the general election preceding the end of the term, the vacancy shall be filled by the person elected at that election for the ensuing term who shall take office immediately after receiving the certificate of election, filing the bond, and taking the oath of office.

Subd. 3. **Inability or refusal to serve.** In addition to the events specified in section 351.02, a vacancy in the office of County Commissioner may be declared by the County Board when a commissioner is unable to serve in the office or attend Board meetings for a 90-day period because of illness, or because of absence from or refusal to attend Board meetings for a 90-day period. If any of the preceding conditions occurs, the County Board may, after the Board by resolution has declared a vacancy to exist, make an appointment to fill the vacancy at a regular or special meeting for the remainder of the unexpired term or until the ill or absent member is again able to resume duties and attend County Board meetings, whichever is earlier. If the original member is again able to resume duties and attend Board meetings, the Board shall, by resolution, so determine and remove the appointed officeholder and restore the original member to office.

Subd. 4. **Vacancies of less than one year; appointment option.** Except as provided in subdivision 3, and as an alternative to the procedure provided in subdivisions 1 and 2, any other vacancy in the office of County Commissioner may be filled by Board appointment at a regular or special meeting. The appointment shall be evidenced by a resolution entered in the minutes and shall continue until an election is held under this subdivision. All elections to fill vacancies shall be for the unexpired term. If one year or more remains in the unexpired term, a special election must be held under subdivision 1. If less than one year remains in the unexpired term, the County Board may appoint a person to fill the vacancy for the remainder of the unexpired term, unless the vacancy occurs within 90 days of the next county general election, in which case an appointment shall not be made and the vacancy must be filled at the general election. The person elected to fill a vacancy at the general election takes office immediately in the same manner as for a special election under subdivision 1, and serves the remainder of the unexpired term and the new term for which the election was otherwise held.

Subd. 5. **County Boards vacancy appointment; public hearing.** Before making an appointment to fill a vacancy under subdivision 4, the County Board must hold a public hearing not more than 30 days after the vacancy occurs with public notice given in the same manner as for a special meeting of the County Board. At the public hearing, the Board must invite public testimony from persons residing in the district in which the vacancy occurs relating to the qualifications of prospective appointees to fill the vacancy. Before making an appointment, the Board also must notify public officials in the affected district on the appointment, including town board and city council members, and must enter into the record at the Board meeting in which the appointment is made the names and addresses of the public officials notified. If after the public hearing, the Board is unable or decides not to make an appointment under subdivision 4, it must hold a special election under subdivision 1, but the time period in which the election must be held begins to run from the date of the public hearing.

E. Officers

The County Board, at its annual meeting, elects from its members a Chair and a Vice Chair. The Chair presides at the County Board meetings, decides on questions of order, and signs all documents requiring signature on the Board's behalf. The Chair's signature, attested to by the County Administrator, Clerk of the Board or designee, is binding as the signature of the County Board.

The County Board elects from its membership a Vice Chair at the same time and place and in the same manner as provided for the election of the Chair. The Vice Chair performs the duties of the Chair when the Chair is unable to perform the duties.

If the Chair and Vice Chair are absent from any meeting, the members present shall choose one of their members as temporary Chair, and all documents requiring the signature of the County Board shall be signed by a majority of it and attested to by the County Administrator (Minnesota Statutes 375.13). Robert's Rules of Order defines majority as "more than half" of the votes cast by persons entitled to vote, excluding blanks or abstentions, at a regular or properly called meeting."

F. Compensation

County Board members receive, as compensation for services, an annual salary as set by resolution of the County Board. The salary must be established prior to the end of the preceding year, and is effective January 1 of the new year. The resolution shall contain a statement of the new salary as defined on an annual basis and must be published in the official County newspaper.

G. Indemnification

Chisago County Board members are protected by the defense and indemnification provisions through Chisago County's membership in the Minnesota Counties Intergovernmental Trust.

IV. COUNTY MEETINGS

A. Regular Meetings

Members of the County Board are entitled to ten (10) days' notice of regular Board meetings (Minnesota Statutes 375.07). At the annual organizational meeting of the Board, the County Board shall adopt a schedule of regular Board meetings for the upcoming year. The schedule will include the location, date, and time of the meetings. During the year, the schedule may be amended by vote of the County Board.

Unless otherwise stated, all regular meetings of the County Board will be convened in the Board Room of the Chisago County Government Center in Center City, Minnesota. All regular meetings of the County Board are open to the public.

Anyone attending a County Board meeting, excluding emergency response personnel, will be required to have cell phones or any other electronic device on silent mode. This includes all meetings of the County Board referenced in Section IV. of the Operating Guidelines.

According to the Open Meeting Law, at any meeting that must be open to the public, there must be at least one copy of any printed materials relating to the agenda available for inspection in the meeting room.

B. Statutory Meeting

By state law (Minnesota Statute 375.07) the County Board must meet at the county seat on the first Tuesday after the first Monday in January, which is when the terms of new Board members begin. The County Board transacts the following organizational business during this annual organizational meeting:

1. Administration of the Oath of Office (if required).
2. Election of Officers.
3. Appointments of Commissioners to commissions, committees, and boards.
4. Appointment of voting delegates to AMC.
5. Awarding of Official County Newspaper (or confirming Official Newspaper).

C. Open Meeting Law

All meetings of the County Board and Board Committees are subject to the Open Meeting Law (Minnesota Statutes 13D).

D. Closed Meetings

The County Board may, by motion, convene in closed session for the purposes of transacting business. Business which may be considered in closed session are as follows:

- In accordance with the attorney/client privilege;
- To consider strategy for labor negotiations;
- To consider real estate negotiations;
- To consider security measures;
- Or as otherwise required or permitted by the Minnesota Open Meeting Law.

Before closing a meeting, the Board will state, on record, the specific grounds permitting the meeting to be closed and describe the subject to be discussed.

E. Special/Emergency Meetings

The Chisago County Board may, by Board action, establish a special or emergency meeting. Special meetings shall be preceded by three (3) days' notice, including a posting of the meeting notice on the Chisago County website, outside the County Boardroom and either (1) mailed or delivered notice to persons who have requested such notice, or (2) publication of the notice in the official newspaper (Minnesota

Statutes 471.705). Procedures to schedule a special meeting shall be in accordance with Minnesota Statutes.

Adjourned or reconvened meetings may be held at any specific time, date, and place the Board may adopt without additional notice. However, the time, date, and place must be publicly specified by the Board prior to adjourning the meeting in which the time, date, and place are established.

F. Work Sessions and Informal Meetings

From time to time, the County Board may schedule work sessions, workshops, retreats, forums, or additional meetings at such times and concerning such subjects as may be established by action of the Board. A schedule of such meetings shall be maintained in the County Administration office. Work sessions and other informal meetings of the Board not regularly held, shall be subject to the same notice requirements of the Open Meeting Law.

At the beginning of each year, the County Board will schedule a time, at a regular Board meeting or a work session, to discuss and review topics of importance such as the County's Strategic Plan, the County's financial status, current and future levies, County goals and priorities, and other department or committee/commission topics/issues, if needed.

G. Public Hearings

From time to time, the County Board conducts formal public hearings. In addition to those required by law, the County Board may hold public hearings on matters of business when it decides that such hearings are in the best interest of the general public or issues under consideration. The order of business for public hearings generally follows this procedure:

1. Presiding officer opens the hearing and states the purpose.
2. Brief description of issue by County staff.
3. Presentation, if applicable, by affected or interested persons.
4. Open discussion by members of the general public.
5. Discussion by the County Board.
6. Public hearing closed by Chair.
7. Decision of the County Board.

At any time during the process, the County Board may address any questions as deemed appropriate.

The County Board may alter the public hearing procedure as needed to assure that the hearings are conducted in an orderly, fair, and expeditious manner, including establishing reasonable time limits for speakers individually or on each side of the issue before the Board.

Rules adopted for public hearing procedures are intended to promote an orderly discussion, to give every person an opportunity to be heard, and to ensure that no individual is embarrassed by exercising the right to free speech.

All comments by members of the public shall be made at the microphones, if available, and individuals making comments shall first give their name and address. This is required for an official record of the public hearing. Members of the public interested in addressing the County Board are requested to sign in and make it known at the appropriate time that they wish to speak.

H. Audience/Citizen Requests

The County Board prefers all business matters initiated by citizens coming before them to first be reviewed by staff and scheduled for discussion on the County Board agenda.

If an individual seeks to appear before the County Board, he/she should notify County Administration of his/her intention and the issue to be presented. Staff will confer with the individual, address the issue, and, if necessary, schedule the issue accordingly on the County Board agenda after consultation with the County Board Chair.

Chisago County also has a public comment session during each regular Board meeting. At the call of the Chair and after signing in, individuals will have an opportunity to address concerns to the County Board. The Rules of Conduct for the public comment session are posted in the County Board Room. Each comment is limited to 3 minutes. However, the Chair has the discretion to allow individuals greater than the 3 minute time limitation during for topic experts, or for individuals speaking for multiple parties.

Generally, all Planning Commission and/or Zoning matter shall be decided before Citizen's Forum, or any other items where the Board of Commissioners acts as a 'quasi-judicial' Board.

I. Board Committees

For the purpose of assisting the Board in carrying on its business, committees shall be formed and shall be composed of members as determined by resolution of the Board. Minutes of the committee meetings shall be kept and shall become official upon approval of the committee. All actions of the committees are considered recommendations to the County Board or appropriate committee.

J. Quorum

A quorum is necessary for transaction of business. A majority of the members of the Board constitutes a quorum and no business shall be transacted unless approved by a majority (three votes) of the whole County Board (Minnesota Statutes 375.07).

Less than a majority of members may convene a meeting, but no business may be transacted. Less than a majority may adjourn the meeting.

Any County Board member who, for any reason, anticipates or plans an absence at any regular or special meeting, is encouraged to contact the County Board Chair or the County Administrator to indicate his or her planned absence.

K. Role of Presiding Officer (Chair)

The presiding officer of the meeting is the Chair. In the absence of the Chair, the presiding officer will be a Vice Chair. The duties and powers of the presiding officer include the following:

1. Preside at all meetings of the County Board.
2. Preserve order and decide questions raised by members subject to appeal to the Board.
3. Vote all questions regularly moved and announce the result.
4. Serve as representative of the Board in execution of contracts, orders, determinations, and minutes of the Board.
5. At discretion of the Chair, the Chair may allow individuals greater than the 3 minute time limitation during Citizen's Forum for topic experts, or for individuals speaking for multiple parties.

L. Addressing the County Board

Formal protocol is used when speaking to the County Board. The County Board Chair is addressed as Mr. /Madam Chair and other Commissioners are addressed as Commissioner or Commissioner "last name". Members of the public may speak on any matter before the County Board when recognized by the Chair and within established procedures as outlined in the guidelines.

M. County Administrator

The County Administrator or designee shall attend all meetings of the County Board. The County Administrator represents the staff at the meetings. The County Administrator may participate in the discussion or recommend a resolution or action to the County Board. A member of the Board may call on the County Administrator to participate in the discussion or request a verbal recommendation on any subject pending before the Board.

The County Administrator or designee shall prepare a written agenda for all regular and special meetings of the County Board. The County Administrator or designee shall also:

1. Makes regular entries of all Board resolutions and decisions upon all questions.
2. Records the vote of each member on any question submitted to the Board.
3. Preserves and files all business acted upon by the Board.

4. Certifies, under seal of the County, copies of any and all resolutions or decisions of the Board.
5. Performs such further duties as designated by the Board.

V. RULES OF PROCEDURE

A. Statement of Purpose of the Board

The County Board is the body charged by law with the ultimate management and control of all of the affairs of Chisago County. As such, it operates as a deliberative and legislative assembly, meeting to discuss and determine the direction and policies of the County within the framework of state and federal law and ordinances the County Board may adopt. The various elected and appointed officials charged by law or the County Board with the operation of substantive areas of service delivery must conduct the management of their respective departments within the limits established by law and the County Board.

B. Statement of Principles of the Rules

The foundation for Rules of Order lies in the basic and enduring principles of rights. Specifically enunciated, these rights include the right of the majority to rule, the right of the minority to be heard, and the right of the individual to participate in the decision-making process. Along with these rights are important canons of efficiency; namely, attend to one matter at a time, and the balancing of the affirmative and negative factions to a pending matter.

Finally, the Rules foster courtesy and decorum, holding firm to the maxim that one must debate motions, not members. All members should conduct themselves in a professional manner at all times.

C. Statement of Purpose of the Rules

The Rules intend to strike a procedural balance that considers all principles and enunciates a specific process by which those principles interact and work. The Rules are representative of principles, both to give specific guidance on method and to provide a reasonable compromise in the event of conflict.

IF AN ISSUE IS NOT COVERED UNDER THE CHISAGO COUNTY BOARD OF COMMISSIONERS RULES OF PROCEDURE, ROBERT'S RULES OF ORDER (NEWLY REVISED) WILL APPLY.

VI. TYPES OF COUNTY BOARD ACTION

A. Resolution

The County Board takes formal actions by resolution (Minnesota Statutes 373.02), ordinance (Minnesota Statutes 375.51), or a motion, second and majority support

by members of the Board. A motion may be introduced by any member of the County Board.

The main motion in the form of a resolution is the means by which a member may present a substantive proposal to the County Board for consideration and action. Since it is the basic motion for the transaction of business only one subject may be considered at a time and the main motion may be postponed only when no other motions are before the County Board.

B. Ordinance

The County Board may take formal action by ordinance (Minnesota Statutes 375.51.) An ordinance is a legislative act prescribing general, uniform, and permanent rules of conduct relating to the affairs of the County Board. Action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty.

C. General Consensus

The County Board provides informal direction by consensus. Informal direction is most often used to provide staff with preliminary Board perspective on a matter which will require future formal action. Informal direction is also used to provide additional insight into formal actions previously taken. Informal direction standing alone does not establish Board policy or authorize action.

D. Policy Development

Authority for the development of policies in Chisago County is granted to the County Board through Minnesota Statutes Chapter 373 (Counties, Powers, Duties and Privileges), Minnesota Statutes Chapter 375 (County Boards) and other statutes.

With the powers granted within these statutes, the County Board may delegate certain authority, as appropriate. These delegations on authority may be rescinded at any time by the Board.

The County Board may at any time refer an item or resolution to the appropriate Committee for further review and deliberation.

VII. COUNTY BOARD AGENDA

A. Preparation and Distribution

The County Administrator shall cause preparation of the agenda and supporting material for each regular and special meeting. Members of the Board may request an item to be placed on the agenda by informing the County Administrator.

Copies of the agenda and supporting material are made available to County staff, public, and media as appropriate. A distribution list is maintained in the County Administration office. Members of the public who are interested in following issues considered by the Board may register their name and address with County Administration to be placed on the agenda distribution list.

The agenda and minutes are available on the Chisago County web site at www.chisagocounty.us.

B. Order of Business

The order of business for each regular meeting of the County Board shall be as follows:

1. Call to order
2. Pledge of Allegiance
3. Approval of agenda
4. Committee reports (monthly)
5. Approval of Previous Meeting Minutes
6. Public Comment
7. Business
8. Miscellaneous
9. Adjournment

The order of business may be changed as needed to accomplish objectives and priorities of the meeting. The order of business may be changed at the recommendation of the Chairperson, any members of the Board, or the County Administrator, subject to County Board consensus.

C. Agenda

The agenda consists of all items which require discussion, review, or action. Items of business within the agenda are considered individually and in the order of business noted on the agenda or at the discretion of the Board Chairperson.

D. Committee Reports/Commissioner Updates

Commissioners will give reports or updates on various meetings attended on a monthly basis.

E. Official Records

The County Administrator or designee (Clerk of the Board) shall cause preparation of the official minutes of each meeting. Board meeting minutes shall be kept in accordance with all provisions of statute in order to provide an accurate record of County Board actions. The record is not intended to be a verbatim transcript of all discussion and debate; the record is primarily a compilation of official actions.

The minutes of the County Board meeting shall be prepared and submitted for approval at the next succeeding County Board meeting. Official proceedings of

County Board meetings shall be published in the official County newspaper (Minnesota Statutes 375.12). The official Board proceedings are distributed to staff and interested parties, and are also available on the Chisago County web site at www.chisagocounty.us.

The official public record of County Board meetings is available in the County Administration office.

All regular County Board meetings will be broadcast on the Chisago County website at www.chisagocounty.us.

VIII. COUNTY BOARD COMMITTEES

A. Special Committees

The Board may establish a special committee or task force as deemed necessary. A special committee or task force shall advise the Board as directed and may report recommendations to the Board for appropriate action. Unless expressly stated in the creation of the special committee or task force, it shall automatically dissolve when its work is accepted by the Board.

IX. ADVISORY COMMITTEES

A. Policy

The County Board appoints individuals/citizens to various boards, committees, or commissions, (hereinafter referred to as committees) which have been established by the County Board or pursuant to Minnesota Statutes and in Board policy. The County Administration will maintain a complete list of committees and their underlying source of creation.

The current list of committees is available in the office of the County Administrator.

B. Role and Purpose of Committees

Each committee serves a statutory, policy, or operational purpose to further the interests of Chisago County. Each committee may have specific staff assigned and designated to support its function. The function and reporting relationship to the Board varies from committee to committee.

Committees are established to serve a variety of functions. The fundamental purposes for utilizing committees in support of County government are:

1. To involve members of the public in the decision making process.
2. To meet requirements of state law.

3. To ask residents to help define community standards and norms.
4. To provide technical expertise in certain areas.
5. To serve as advocates for the County.
6. To provide an independent sounding-board for issues, ideas, and policy matters.

C. Operating Procedures

Appointments are made by the County Board. Individuals appointed by the County Board to committees are authorized to receive a per diem reimbursement for attendance at regular or special meetings of such committees. An annual resolution establishing the per diem rate is adopted by the County Board at the annual organizational meeting.

Additionally, Minnesota Statutes 375.06 provides, in part, that “members of the County Boards in counties other than Hennepin, Ramsey, and St. Louis may be paid a per diem pursuant to section 375.055, subd.1, for each day necessarily occupied in the discharge of their official duties while acting on any committee under the direction of the Board...” Furthermore, the Minnesota Attorney General has concluded:

Thus, County Commissioners are authorized to receive annual salaries and may also be paid “per diem” for performing the duties of office, including work on committees “under the direction of the Board,” and individual services as commissioners “when required by law.”

Compensation shall not be authorized for public officials or employees of other jurisdictions who serve on such committees or advisory bodies by virtue of their office.

D. Resignations

All written and verbal resignations of committee members are acknowledged by the Board and authorization is given to begin the open appointments process to fill the vacancy.

E. Terms

The terms of the appointees to the various committees vary per committee, pursuant to Minnesota Statutes or at the discretion of the County Board. The County Administrator maintains a complete list of all committees, including information on member terms and applicable term limits. Annually, the County Administrator will request all advisory committee members to express their interest in remaining on their respective committee.

F. Ex-Officio Members

Ex-Officio members on any committees are non-voting members.

G. Appointment of Chairs

Chairs of various committees are selected according to committee bylaws.

X. CODE OF ETHICS

Effective county government is premised upon public respect and confidence in the integrity and principles of the elected Board members.

It is the belief of the County Board that the trust bestowed upon them as elected officials is of utmost importance in the relationship between themselves and the public. With this belief, the following statements serve to augment the Code of Ethics and further emphasize the priority and commitment the County Board has placed on ethical standards.

In the execution of their official duties, all County Board members shall strive to:

- Observe the highest moral and ethical standards.
- Maintain and respect confidentiality or private and confidential information.
- Avoid discrimination against any person on the basis of race, color, sex, religion, creed, national origin, age, disability, marital status, place of residence, or status with regard to public assistance.
- Comply with the ethical obligations imposed by law, including Minnesota Statutes 10A.07, 10A.071, 382.18, 471.87-895, including, where appropriate, disclosing conflicts of interest, abstaining from decision-making, eliminating conflicts of interest, and declining gifts.
- Work to create a positive environment in public meetings where all individuals may feel comfortable in their roles as observers or participants.
- Allow citizens, staff, or colleagues sufficient opportunity to present their views. Be tolerant, respectful, attentive and professional at all times. Avoid comments, body language, or distracting activity that conveys a message of disrespect for the presentations from citizens, staff, or colleagues.

XI. CITIZENS

A. Public Communication

Individual Citizen Outreach. The County Board believes members of the public have the right to be informed of the Board's process and decisions and should have the opportunity to present their views to the Board. Meetings are open to the public. Board agendas are available on the county website, by email, or mailed to interested parties at their request. The County Board encourages the residents of Chisago County to participate in all aspects of the Board's business, including citizen committees, commissions, and advisory groups.

Information/News Media Outreach. Chisago County information is distributed through announcements to local news media and in articles provided by staff to local news publications. Information is also available on the Chisago County web site.

Public Hearings Outreach. The County Board is interested in securing optimal public input on matters of business. In addition to hearings required by law, public hearings and open forums may be conducted at the discretion of the Board.

B. Open Meeting Law

All regular and committee meetings of the County Board and notice of such meetings are subject to Minnesota Statutes Chapter 13D.01: Open Meeting Law.

The County Board may hold closed meetings as authorized by Minnesota Statutes Chapter 13D.01. Before closing a meeting, the Board will state on record the specific grounds permitting the meeting to be closed and describe the subject to be discussed.

C. Audience Participation at Board Meetings

It is the intention of these rules to support the interest of the general public in following Board business during their meetings.

Audience/Citizen's Comments. Interested citizens have an opportunity to appear and speak on any issue or topic related to County Board business in accordance with the Rules of Conduct.

To the extent possible, interested citizens shall notify the County Administration office of their intent to speak at the meeting and the issue to be discussed. In an effort to encourage efficiency and early resolution of issues, the County Board recommends that citizens first contact staff to try to resolve matters before coming formally to the County Board meeting.

Distribution of the Agenda. Members of the public who are interested in following issues considered by the County Board may register their name and email address with the County Administrator to be placed on the agenda distribution list. The agendas are emailed prior to the regularly scheduled County Board meeting. As previously stated, the agenda and supportive materials are made available to the public at the County Board meeting.

D. Responding to Correspondence/Inquiries/Complaints from Citizens

County Board members and staff are committed to customer service and will endeavor to provide timely and efficient response and communication to the citizens of Chisago County.

Written. Upon receipt of a written inquiry, request for information, or complaint about Chisago County business which has been sent to a Board member, upon notification and directions from the County Administrator or designee, staff will confer with the member to determine the appropriate course of action. The inquiry

will be handled as directed with the County Administrator or designee advising the Board member(s) upon completion.

Telephone. Incoming telephone calls requesting a specific Board member are forwarded to the Board member per his/her instructions. Administration staff will periodically review with Board members the preferred methods of handling telephone inquiries. Every effort will be made to maintain open lines of communication between Board members and their constituents.

Telephone calls requesting information about specific areas of County business are forwarded to the appropriate department. Customer service is of primary importance to the County Board and staff.

XII. STAFF

A. County Administrator

The position of County Administrator is established pursuant to Minnesota Statutes 375A.06. The County Administrator is the administrative head of the County, responsible for the administration of the affairs of the County delegated to him/her by Minnesota Statutes and the County Board. The County Board has approved a job description which outlines in detail the duties and responsibilities of the County Administrator.

In general, the County Administrator supervises the departments which function under the jurisdiction of the Chisago County Board. The County Administrator coordinates the various activities of the County, unifies the management of its affairs, and makes recommendations to the Board regarding the structure of County departments and functions, including reporting relationships, physical facilities, and locations. The County Administrator is accountable for hiring, training, advising, motivating, and appraising the performance of subordinates.

The County Administrator recommends the annual budget and long-range capital expenditure programs to the Board for approval.

The County Administrator recommends to the Board proposed policies concerning the administrative affairs of the County. The County Administrator will keep the Board informed, make recommendations, and comment upon legislative initiatives which affect the County and, as directed by the Board, will represent the County in its relations with other governments. The County Administrator has authority over the non-elected department heads, recommends short and long-term goals to the Board, and periodically measures organizational and individual accomplishments against goals, objectives, and timetables.

The County Board is responsible for annually evaluating the performance of the County Administrator and will review the evaluation with the Administrator. The evaluation results will be reviewed with the County Board and a copy of the evaluation will be placed in the Administrator's personnel file. During the course of the year, if Commissioners have performance concerns regarding the Administrator, they are encouraged to discuss said concerns with the Chair and Vice Chair.

B. Role of Staff

The County Administrator, with the support of staff, in a timely and responsible manner, answers inquiries and requests regarding issues and concerns brought by Board members or the citizens of Chisago County. In certain instances, Board members may want assistance of County staff in evaluating policy and/or programmatic changes. Board members who wish to initiate policy or program change are encouraged to first present such requests for discussion and possible direction to the County Administrator and staff.

Functions which are deemed routine, such as interpretation of policy and procedure, general constituent business, and/or research which require minimal time may be directed, by the Board or individual member, to the County Administrator or designee for action.

C. Legislative Protocol for Staff

Staff participation should be immediately communicated to the County Administrator.

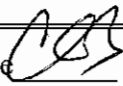
If a member of staff lobbies in a professional capacity, either at the request of a legislator or a professional association, she/he must note in testimony that she/he is speaking as a professional, not as a County representative. Any testimony given or contacts made by staff should be communicated to the County Administrator. Staff should not presume to speak for the County Board unless the Board's positions have been reviewed or staff has checked with the Board on specific issues.

When the County is paying the dues for membership in a professional association, staff should not take a position within that professional association that is inconsistent with County Board policy.

Staff and appointed representatives shall notify the County Board of a pending appointment to an advisory board or task force initiated outside of the scope of County Board authority.

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 5
Title of Item for Consideration: 2022 Meeting Schedule	
Action Requested by: Board of Commissioners	Department: Administration/Clerk of the Board
<p>Previous Action on this Matter: Every year, the Chisago County Board of Commissioners is asked to establish the Regular Meeting schedule for Chisago County Board Meetings.</p> <ul style="list-style-type: none"> In 2015 - 2021, the Chisago County Board of Commissioners met at 6:30 p.m. on the first and third Wednesdays of each month. The Board would then immediately recess for the monthly Health and Human Services Committee of the Whole meeting, to begin at 6:30 p.m. on the first Wednesday of the month. The Board would similarly recess for the monthly Road and Bridge Committee of the Whole meeting, to begin at 6:30 p.m. on the third Wednesday of the month. 	
<p>Background: The Board is respectfully requested to determine the dates of the Regular Meetings of the Chisago County Board of Commissioners. The Board may also elect to set the dates and times of when the Health and Human Services Committee of the Whole meets and when the Road and Bridge Committee of the Whole meets.</p> <p>Attachment:</p> <ul style="list-style-type: none"> Draft Resolution Establishing Dates and Times for the Regular Meetings of the 2022 Chisago County Board of Commissioners Draft 2022 Meeting Dates of the Chisago County Board of Commissioners 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners establish the Board Meeting Schedule for 2022 via the attached Resolution. The following motion is suggested:</p> <p style="text-align: center;"><i>“Move to adopt the 2022 Chisago County Board of Commissioners Meeting Schedule via the attached Resolution”</i></p>	
<p>Implications of Action: By adopting the attached Resolution, the Chisago County Board of Commissioners will establish the dates and times of the Regular Meetings of the Board of Commissioners, as well as of the Regular Meetings of the Health and Human Services Committee of the Whole and the Road and Bridge Committee of the Whole.</p> <p>Budget/Financial Implications: None.</p> <p>Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.</p>	

Administrator's Recommendation			
Approve 	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

BOARD AGENDA

January 4, 2022

Defining the 2022 Meeting Schedule for the Chisago County Board of Commissioners

RESOLUTION NO. 22/0104-X DEFINING THE 2022 MEETING SCHEDULE FOR THE CHISAGO COUNTY BOARD OF COMMISSIONERS

BE IT RESOLVED, by the Chisago County Board of Commissioners that next regular meeting of the Chisago County Board of Commissioners shall be held in Suite 160 (County Boardroom) of the Chisago County Government Center, located at 313 N. Main Street in Center City, Minnesota, on Wednesday, January 19th, 2022, commencing at 6:30 p.m.; and

BE IT FURTHER RESOLVED, by the Chisago County Board of Commissioners that from and after January 4th, 2022, regular meetings of the Chisago County Board of Commissioners shall be held in Suite 160 (County Boardroom) of the Chisago County Government Center, located at 313 N. Main Street in Center City, Minnesota, on the first and third Wednesday of each month, commencing at 6:30 p.m. on the first Wednesday of each month and commencing at 6:30 p.m. on the third Wednesday of each month; and

BE IT FURTHER RESOLVED, that the meetings on the first Wednesday of each month shall start with the Health & Human Services Committee of the Whole and followed by the Citizen's Forum at 7:00 p.m.; and

BE IT FURTHER RESOLVED, the meetings on the third Wednesday of each month shall start with the Road & Bridge Committee of the Whole and followed by the Citizen's Forum at 7:00 p.m.; and

BE IT FURTHER RESOLVED, that, pursuant to Section 13D.04, Subd. 1, Minnesota Statutes, a schedule of the regular meetings of the Chisago County Board of Commissioners shall be kept on file at its primary offices, located in Suite 170 of the Chisago County Government Center, located at 313 N. Main Street in Center City, Minnesota; and

BE IT FURTHER RESOLVED, that if any such regularly scheduled meeting of the County Board falls on a legal holiday pursuant to Section 645.44, Subd. 5, Minnesota Statutes, the regular meeting of the County Board shall be held on the day following such legal holiday; and

BE IT FURTHER RESOLVED, that, pursuant to Section 13D.04, Subd. 2, Minnesota Statutes, Special Meetings of the Chisago County Board of Commissioners may be called by posting notice of the meeting on the County's principal bulletin board and with three days' notice published in the official newspaper or mailed to each person who has filed a written request for such meetings; and

BE IT FURTHER RESOLVED, that, pursuant to Section 13D.04, Subd. 3, Minnesota Statutes, Emergency Meetings may be called when, in the judgment of the Chisago County Board of Commissioners, circumstances require immediate consideration and a good faith effort is made to contact the media and each person who has filed a written request for notice of such meetings.

2022 MEETING SCHEDULE

CHISAGO COUNTY BOARD OF COMMISSIONERS

January

- January 4th, 2022 (Tuesday @ 9:00 AM)
 - *Annual Meeting, pursuant to M.S. 375.07*
- January 19th, 2022

February

- February 2nd, 2022
- February 16th, 2022

March

- March 2nd, 2022
- March 16th, 2022

April

- April 6th, 2022
- April 20th, 2022

May

- May 4th, 2022
- May 18th, 2022

June

- June 1st, 2022
- June 15th, 2022

July

- July 6th, 2022
- July 20th, 2022

August

- August 3rd, 2022
- August 17th, 2022

September

- September 7th, 2022
- September 21st, 2022

October

- October 5th, 2022
- October 19th, 2022

November

- November 2nd, 2022
- November 16th, 2022

December

- December 7th, 2022
- December 21st, 2022

Notes:

- *All meetings are held on the 1st and 3rd Wednesdays of each Month, unless noted otherwise*
- *1st Meeting of each month is held at 6:30 p.m., 2nd Meeting of each month is held at 6:30 p.m.*
- *All meetings are held in Suite 160 of the Chisago County Government Center, 313 N. Main Street, Center City, MN, unless noted otherwise*
- *2022 Organizational Meeting - Tuesday, January 3rd, 2023 (annual Meeting M.S. 375.07)*

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 6
Title of Item for Consideration: 2022 Mileage, Lodging, and Meal Reimbursement Rates	
Action Requested by: Board of Commissioners	Department: Administration/Clerk of the Board
<p>Previous Action on this Matter: Every year, the Board of Commissioners establishes the authorized mileage, lodging and meal reimbursement rates.</p> <p>For the past several years, the County Board has adopted an authorized mileage reimbursement rate equal to the federal maximum allowable rate. The Board has also established a separate mileage reimbursement rate for drivers who choose to use a personal vehicle when a County vehicle is available.</p> <p>Traditionally, the Board has set the lodging and meal reimbursement rates at the rates established by the GSA (General Services Administration).</p>	
<p>Background: The Board of Commissioners establishes/reaffirms the mileage, lodging and meal reimbursement rates every year because it recognizes that employees and elected officials may be required to travel to perform their assigned duties.</p> <p>By establishing a mileage reimbursement rate, the County defines reimbursement costs paid to employees when employees are required to drive to perform their duties and a County vehicle is unavailable for use.</p> <p>For 2022, the federal maximum allowable rate is \$.585 (2021 = \$.56). For the past several years, the County Board has adopted an authorized mileage reimbursement rate equal to the federal maximum allowable rate. The Board has also established a separate mileage reimbursement rate for drivers who choose to use a personal vehicle when a County vehicle is available (\$.35 in 2021)</p>	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board establish the 2021 mileage reimbursement rate at \$.56 per mile and \$.35 per mile when a personal vehicle is used when a county vehicle is available for usage and the rates set by the GSA for lodging and meals. The following motion is suggested:</p> <p style="text-align: center;"><i>“Move to establish the 2022 mileage reimbursement rate equal to the federal maximum allowable rate; as \$.585 per mile, and to establish the 2022 mileage reimbursement rate at \$.35 per mile, when at the driver’s discretion, a personal vehicle is used, rather than an available County vehicle and the rates set by the GSA for lodging and meals.”</i></p>	
<p>Implications of Action: If the recommended action is undertaken, the County Board will have set the mileage, lodging and meal reimbursement rates for 2022.</p> <p>Budget/Financial Implications: None.</p> <p>Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.</p>	

Administrator's Recommendation

Approve 1057

Deny _____

Other _____

Motion By: _____

Seconded by: _____

To: _____

Action on Motion:

Aye _____

Nay _____

Abstain _____

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 7
Title of Item for Consideration: Annual Review of Perfunctory Personnel/Human Resources Actions	
Action Requested by: Board of Commissioners	Department: Administration/Human Resources
Previous Action on this Matter: January 2 nd , 2018 County Board approval of revised Perfunctory Personnel/HR Procedures via Resolution (with annual review) and approved again in January 8 th , 2019, 2020, and 2021.	
<p>Background: In an effort to streamline Personnel/Human Resource practices and procedures, the County Board of Commissioners made the following administrative adjustments, effective in 2012 and reaffirmed in 2013 - 2021.</p> <p><u>Step Increases/Promotions:</u></p> <ul style="list-style-type: none"> Authorized the Administrator/Human Resources Department to execute perfunctory Step Increases when duly included in the Board-approved Annual Budget and in Board-approved labor agreements (represented) and personnel policies (non-represented). Maintained that irregular Step increases, promotions, and the like will be presented to the Board for individual consideration. <p>The recommended changes have had the effect of facilitating timely awarding of step increases, increasing organizational efficiency, and reducing perfunctory actions scheduled for the Board.</p> <p><u>Recruitment, Selection & Hiring:</u></p> <ul style="list-style-type: none"> Authorized the Administrator/Human Resources Department to execute routine recruitment, selection and hiring processes for County employees below the level of Department Director, pursuant to County Personnel Policies and Procedures, when such position's FTE is duly established and funding is included in the approved Annual Budget. Maintained that positions for Department Director or above, requests for new or modified positions, and actions involving irregular or special circumstances positions are presented to the Board for individual consideration. <p>The recommended changes have had the effect of facilitating timely recruitment, selection and hiring of certain County employees, increasing organizational efficiency, and reducing perfunctory actions scheduled for Board consideration.</p> <p><u>Retirement, Resignation & Discipline:</u></p> <ul style="list-style-type: none"> Authorized the Administrator/Human Resources Department to execute personnel actions relating to employee retirement, resignation, discipline and termination of County employees below the level of Department Director, pursuant to federal and state statutes, County Board-approved labor agreements, and personnel policies and procedures. Maintained that such actions relative to positions for Department Director or above, irregular 	

actions or actions relating to special circumstances will be presented to the Board for individual consideration.

- Required that staff regularly inform the Board of all personnel actions via written communication and/or oral updates at Board meetings.

The recommended changes have had the effect of facilitating timely action on personnel issues relating to County employees, increasing organizational efficiency, and reducing perfunctory actions scheduled for Board consideration.

Attachment(s):

- 2022 Resolution regarding Perfunctory Personnel/HR Functions


Action Requested/Recommended: From a staff perspective, the current County policy has worked well in streamlining these perfunctory HR functions and aiding County departments in the recruitment, selection and hiring process. A Resolution reflecting the County Board's annual review of these Perfunctory Personnel/HR Actions is attached. Board affirmation of such may be undertaken via the following motion:

"Move to approve the Attached Resolution affirming the County's policy regarding routine Personnel and Human Resource Actions."

Implications of Action: Annual renewal of the current policy will have the effect of continuing timely action on routine personnel issues relating to County employees, increasing organizational efficiency, and reducing perfunctory actions scheduled for Board consideration.

- **ADMIN/HR** - Annual renewal will have the effect of continuing more streamlined and efficient handling of recruitment, selection, hiring and management of County employees.
- **BUDGET** - The proposed policy changes will have no impact on the County's 2022 budget, as all allowed personnel actions will have already been incorporated into the 2022 budget. No additional long-term (i.e. out-year) financial implications are anticipated from this action.
- **POLICY** - Annual renewal will have the effect of continuing County policies with respect to routine personnel actions or Board approval of non-routine or significant personnel actions.
- **LEGAL** - The County Attorney has previously issued an Opinion regarding these changes and approved the enabling Resolution. Annual review by the Board of these perfunctory Personnel/HR actions *is mandated* by the enabling Resolutions. This policy is in conformance with all applicable state and federal regulations and statutes regarding management and implementation of County personnel actions.

Administrator's Recommendation

Approve 

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Chisago County Board of Commissioners

DELEGATING CERTAIN PERSONNEL FUNCTIONS

RESOLUTION NO. 22/0104-XX DELEGATING CERTAIN HUMAN RESOURCE AND PERSONNEL FUNCTIONS TO COUNTY ADMINISTRATOR

WHEREAS, Minnesota Statute § 375.18, subd. 2 provides that a County Board has the power to manage county business and make orders concerning them as it deems expedient; and

WHEREAS, Minnesota Statute § 375A.06 sets forth the functions of the County Administrator as exercising general supervision over all county institutions and agencies and responsible for proper administration of county affairs, with those relating to certain Human Resources and Personnel management requiring approval of the County Board; and

WHEREAS, the County Attorney has opined that certain elements of such personnel and human resource functions may be delegated to the Administrator at the discretion of the County Board.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Chisago County that the following Personnel and Human Resource functions are hereby delegated to the Administrator:

- Routine, perfunctory Step Increases for County employees, when duly included in the Board-approved Annual Budget and in Board-approved labor agreements (represented) and personnel policies (non-represented).
- Routine recruitment, selection and hiring processes for County employees below the level of Department Director, pursuant to County Personnel Policies and Procedures, when such position's FTE is duly established and when such position's funding is included in the Board-approved Annual Budget.
- Those personnel actions relating to employee retirement, resignation, discipline and termination of County employees below the level of Department Director, pursuant to federal and state statutes and subject to County Board-approved labor agreements, and personnel policies and procedures.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the County Board of Chisago County that such delegation, intended to facilitate more timely action on certain personnel issues and increasing organizational efficiency, will be annually reviewed and affirmed by the County Board.

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 8
Title of Item for Consideration: 2022 Board Committee Assignments	
Action Requested by: County Board of Commissioners	Department: Administration/Clerk of the Board
<p>Previous Action on this Matter: Every year, the County Board of Commissioners is asked to discuss and/or establish which Commissioners wish to be assigned to which committees.</p> <p>Typically, the new Board Chairperson then proposes Committee Assignments for final review and action by the Board in January. The Board of Commissioners confirms who will be the designated Member(s) and who will be designated Alternate(s) for each approved Committee.</p>	
<p>Background: The Board of Commissioners establishes/reaffirms Committee assignments every year. A motion, voted on by the entire Board, will be needed to affirm/change an assignment of a Commissioner. There are currently 37 committees designated as official committees, wherein Commissioners are seated as official County representatives/members.</p> <p>Today's discussion provides an opportunity for the Board to review current assignments and suggested changes or corrections for 2022.</p> <p>Attachment:</p> <ul style="list-style-type: none"> Draft Resolution Establishing County Commissioner Committee Assignments for 2022 List of 2021 Committee Appointments 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board discuss and designate the 2022 Commissioners' Committee Listing. The following motion is suggested, if action is warranted:</p> <p style="text-align: center;"><i>“Move to approve, by Resolution, the 2022 Commissioners' Committee Assignments, as designated at Today's meeting.”</i></p> <p>Otherwise, it is recommended the new Board Chairperson receive input at today's Meeting and prepare this item for consideration at the next Board Meeting.</p>	
<p>Implications of Action: If action is taken, the County Board will have established Board Committee assignments for 2022.</p> <p>Budget/Financial Implications: None</p> <p>Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.</p>	

<i>Administrator's Recommendation</i>			
Approve ____	Deny ____	Other ____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye ____	Nay ____	Abstain ____

BOARD AGENDA

January 4, 2022

COMMITTEE ASSIGNMENTS

RESOLUTION NO. 22/0104-XX COUNTY COMMISSIONER COMMITTEE ASSIGNMENTS FOR 2022

WHEREAS, M.S. 375.055 and 375.06 set forth the authorization for compensation of Minnesota County Commissioners; and

WHEREAS, Chisago County Commissioners are eligible to receive per diem payments in accordance with the above-referenced statutes;

NOW, THEREFORE, BE IT RESOLVED, that Commissioners may receive payment of per diem for meetings and conduct of official county business pursuant to statutory definition and further subject to County Attorney approval.

BE IT FURTHER RESOLVED, that in instances in which a commissioner might be separately authorized to receive a per diem for which there is a statutory basis apart from the one authorized for work as a county commissioner, Chisago County will deny the per diem payment to that Commissioner. Accordingly, a County Commissioner may not receive two per diems for the same meeting.

BE IT FURTHER RESOLVED, that Commissioners may be allowed and paid for actual and necessary traveling expenses incurred while attending meetings of the County Board, or while performing official duties as County Commissioner, or while serving on a board, committee or commission or for expenses reasonably incurred by a Commissioner in performance of the Commissioner's official duties

BE IT FURTHER RESOLVED, that the following list of committees be deemed eligible for per diem reimbursement under provisions of M.S. 375.055 and 375.06 and that, while an individual commissioner shall usually attend and participate in the work of the respective committees as the designated representative or seated alternate, any Commissioner may participate in the committee's work and receive mileage only for said participation:

Association of MN Counties

Budget & Finance Committee

Central Minnesota Council on Aging

Chisago County Emergency Preparedness Committee

Chisago County Jail/Law Enforcement Center/Emergency Communications Committee

Chisago Lakes Joint Sewer Commission

Chisago/Isanti Heartland Transit JPA Board

Chisago/Ramsey/Washington Commuter Rail Study – Rush Line Task Force

East Central Regional Library Board

East Central Solid Waste & 2-County Landfill, Recycling
East Central Regional Development Commission; (*PLUS Subcommittee - Metro Area Transportation Partnership*)
Health & Human Services Committee of the Whole (*PLUS Subcommittee - HHS Subcommittee*)
Highway 8 Task Force
HRA-EDA Board
Human Resources/Labor Negotiations/Insurance
Joint Job Training Board (*PLUS Subcommittees: A) CMJTS, Inc. Operations Committee; B) WIB Executive Committee; C) Workforce Development Committee*)
Lakes & Pines Community Action Council Board; (*PLUS Subcommittee – Negotiations*)
Lakes Region EMS Task Force
Law Library, Court Liaison
Legislative Committee – (NOTE - Mileage ONLY/NO Per Diems)
Metro Alliance for Healthy Families – Governing Board
Metropolitan Emergency Services Board (MESB); (*PLUS Subcommittees: A) Executive; B) Radio Cost Allocation Committee*)
NACO
Parks Board
Planning Commission
Public Health Commission
Regional Juvenile Detention Facility – Lino Lakes
Road & Bridge Committee of the Whole
South Center/South Lindstrom Sanitary Sewer District
Solid Waste Advisory Committee
Township Association
U of MN Extension Committee
Water Plan Policy Team (*PLUS Subcommittee – Metro Area Water Supply Advisory Council*)
Lower St. Croix One Watershed One Plan
Lakes Improvement District
MN Inter County Association
CARES/Small Business Relief Committee
Chisago County Facilities Committee
Chisago County Technology Committee

DRAFT 2022 Commissioner's Committee Listing

Approved 1/5/2021

	<u>BOARD OR COMMITTEE</u>	<u>COMMISSIONER(s)</u>	<u>MEETING DATE</u>
1	Association of MN Counties	Full Board	Varies
2	Budget & Finance Committee	Full Board	2nd Tuesday @ 3 p.m.
3	Central MN Council on Aging	Greene (Montzka - Alt.)	Usually 3rd Thursday every other month
4	Chisago County Emergency Preparedness Committee/Emergency Operations Committee	DuBose (Montzka - Alt.)	Quarterly
5	Chisago Lakes Joint Sewer Commission	Dunne (Montzka - Alt.)	Monthly: Usually 3rd Monday @ 3:30pm
6	Transportation Advisory Committee	Robinson, Dunne	Quarterly or as Needed
7	Chisago/Ramsey/Washington Commuter Rail Study-Rush Line Task Force	Montzka (Dunne - Alt.)	As Needed. Usually 3rd Thursday @ 3:30pm
8	East Central Regional Library Board	Dunne (Montzka - Alt.)	2nd Monday @ 10:00am
9	East Central Solid Waste & 2 County Landfill, Recycling	Greene (Montzka - Alt.)	2nd Monday @ 9:00am
10	East Central Regional Dev. Commission Subcom: Metro Area Transpo. Partnership	Montzka (Greene - Alt.)	4th Monday bi-monthly
11	Health & Human Services Committee Subcom: HHS Subcommittee	Full Board DuBose, Dunne (Montzka - Alt.)	1st Wednesday @ 6:30pm SubCom meets Quarterly
12	Highway 8 Task Force	Dunne, Greene (DuBose, Montzka - Alts.)	Usually meets on Mondays bi-monthly or quarterly
13	HRA-EDA Joint Job Training Board	Robinson, Greene - Board Liaisons (non-voting) (DuBose - Alt.)	Last Tuesday @ NOON
14	Subcom A.) CMJTS, Inc. Operations Subcom B.) WIB Executive Committee Subcom C.) Workforce Dev. Committee	Greene (DuBose - Alt.)	2nd Friday (March, June, Sep, Dec) @ 12:15pm
15	Human Resources/Labor Relations	Dunne, Greene (Montzka, DuBose - Alts.)	Quarterly or As Needed
16	Lakes & Pines Board Subcom: Negotiations	Robinson (DuBose - Alt.)	Bi-Monthly, 3rd Monday
17	Law Library, Court Liaison	Montzka	Quarterly or As Needed
18	Legislative Committee	Full Board	As Needed
19	Metro Alliance for Healthy Families Metro Emer Srvs Board (MESB)	Dunne (DuBose - Alt.)	Quarterly
20	Subcom A.) Executive Subcom B.) Radio Cost Allocation	Greene (Robinson - Alt.)	
21	NACO	Full Board	As Needed
22	Parks Board	Robinson (DuBose - Alt.)	3rd Thursday @ 3:30pm
23	Planning Commission	DuBose - Board Liaison	1st Thursday @ 7:00pm
24	Public Health Commission	Dunne (Montzka - Alt.)	As Needed
25	Regional Juvenile Detention Facility-Lino Lakes	Dunne (DuBose - Alt.)	Quarterly
26	Road & Bridge Committee of the Whole	Full Board	3rd Wednesday @ 6:30pm
27	So. Center/So. Lindstrom Sanitary Sewer District	Dunne	Bi-Monthly
28	Solid Waste Advisory Committee	Greene (Robinson - Alt.)	2nd Thurs-June & Dec. 2pm
29	Township Association	Robinson, Greene (Full Board may attend)	Last Wednesday @ 7:00pm
30	U of MN Extension Committee	Dunne, Greene (Robinson - Alt.)	Quarterly, 1st or 3rd Thursday
31	Water Plan Policy Team	DuBose (Robinson - Alt.)	2nd Monday, Bi-Monthly
32	Lower St. Croix One Watershed One Plan Policy Committee	DuBose (Robinson - Alt.)	As Needed/Quarterly. Next Meeting - 4PM Jan 28 2019
33	Lakes Improvement District	DuBose - Board Liaison (Dunne - Alt.)	1st Monday
34	MN Inter County Association MICA	Montzka, Dunne (Robinson - Alt.)	2nd Wednesday @ 1:00 p.m.
35	CARES/Small Business Relief	DuBose, Montzka (Robinson)	As Needed
36	Chisago County Facilities Committee	Dunne, Montzka (Alt. DuBose)	As Needed
37	Chisago County Technology	Dunne, DuBose	As Needed

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 9
Title of Item for Consideration: Reaffirmation of Official Publication/Newspaper	
Action Requested by: Board of Commissioners	Department: Admin./Clerk of the Board
<p>Previous Action on this Matter: Pursuant to M.S. 331A.04, the Chisago County Board of Commissioners designated the Chisago County Press as the Newspaper for Official Publications in January 2020 for a term of up to three (3) years. Annually, the Board has reaffirmed the designation to continue publishing in the same newspaper.</p>	
<p>Background: Pursuant to M.S. 331A.05 Subd. 5, the Chisago County Board of Commissioners shall reaffirm a Newspaper for Official Publications of public notices, board proceedings, and other statutory publications.</p> <p>In January 2020, the Chisago County Press was designated as the Newspaper for Official Publications for a term of three years (2020-22).</p> <p>Some Chisago County Departments have budgeted for and published certain notices, publications and advertisements in other local newspapers, including for employment recruitment, elections and tax information, and countywide public notifications.</p>	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners, pursuant to M.S. 331A.05 subd. 5, reaffirm the Chisago County Press as the Newspaper for Official Publications for 2021. The suggested motion is as follows:</p> <p style="text-align: center;"><i>“Move to designate the Chisago County Press as the Newspaper for Official Publications pursuant to M.S. 331A.05 subd. 5, for Official Publications for 2022.”</i></p>	
<p>Implications of Action: Recommended Board action would reaffirm the Chisago County Press as the Official Publication for Chisago County, in compliance with M.S. 331A.05 subd. 5.</p> <p>Budget/Financial Implications: The approved 2022 Budget includes \$85,000 for official publications.</p> <p>Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.</p>	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 10
Title of Item for Consideration: 2022 Citizen Appointments to Various Boards/Committees/Commissions	
Action Requested by: Board of Commissioners	Department: Admin./Clerk of the Board
<p>Previous Action on this Matter: Annually, the Board of Commissioners is asked to appoint citizens to specific County Committees by reviewing citizen's application and then appointing eligible applicants to each Board/ Committee/Commission.</p>	
<p>Background: The Board of Commissioners establishes committee assignments every year. A motion, voted on by the entire Board, is required to appoint a citizen to a committee. There are currently seven Boards/Committees/Commissions that require appointments/reappointments.</p> <ul style="list-style-type: none"> Board of Adjustment and Appeal – District 2 Extension Committee – District 2, 4, 5 and At-Large HRA-EDA – District 3 Planning Commission – District 2 and 2 At-Large positions Park Board – District 1 and 5 Water Plan Policy Team – 4 Vacancies 	
<p>Attachments:</p> <ul style="list-style-type: none"> List of Citizens applying for Open Committee Seats Citizen Applications 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners appoint/reappoint citizens to the designated open Boards/Committees/Commissioners for the identified terms. The following motion is suggested to appoint/reappoint each individual:</p> <p style="text-align: center;">“Move to appoint _____ as a representative on the _____ ; effective January 4th, 2022 thru _____.”</p>	
<p>Implications of Action: If the recommended actions are undertaken, the County Board will have appointed citizens to its various Boards/Committees/Commissions for the proper durations.</p>	
<p>Budget/Financial Implications: None. Applicable per diems and mileage accounts have been established and approved as part of the 2022 Budget for the identified Boards/Committees/Commissions.</p>	
<p>Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.</p>	

Administrator's Recommendation			
Approve <u>CS</u>	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

2022 Citizen Appointments to Various Boards/ Committees/Commissions

As of December 29, 2021

Board of Appeal and Adjustment

District 2: James McCarthy

Citizens Review Panel

At-Large: Allysa Sowka

Extension Committee

District 2: Jeske Noordergraaf (incumbent)

District 4: Charles Yeager (incumbent)

HRA-EDA

District 3: Cathy Bennett (incumbent)

Park Board

District 1: Jolene Wille (incumbent)

District 5: Frank Storm (incumbent)

Planning Commission

District 2: Shellen Johnson, Summer Young

At-Large (x2): John Sutcliffe (incumbent), Jolene Wille, Shellene Johnson (incumbent), Summer Young

Water Plan Policy Team

4 Vacancies: Dawn White (incumbent)

2021 Citizen Appointments to Various Boards/ Committees/Commissions

APPLICATIONS

Board of Appeal and Adjustment

District 2:

James McCarthy – North Branch, MN

Attached

Extension Committee

District 2:

Jeske Noordergraaf – North Branch, MN

List experience or skills you have relating to the appointment you are seeking:

I grew up as a 4-H member and appreciate the value that it brought to me. I am now a veterinarian and have spent many years working in this community with horse owners and understand how 4-H can help kids as they mature. As an active member of the Chisago County community, I appreciate the master gardener program and Farm Family of the year award.

List special or personal interests relating to the appointment you are seeking:

Growth of the community and appreciating the rural aspects that remain in Chisago County.

Why do you want this appointment?

I want to use the skills I have developed over the years in running a business, providing professional services and caring about the community.

District 4:

Charles Yeager – Wyoming, MN

List experience or skills you have relating to the appointment you are seeking:

A decade and a half of service to the committee, including several years as chairma

List special or personal interests relating to the appointment you are seeking:

Membership at the Wyoming community garden since 2011.

Why do you want this appointment?

I wish to continue in service because I believe the 4-H and Master Gardeners are among the best in the state and I can continue to contribute to their excellence.

HRA-EDA

District 3:

Cathy Bennett – Rush City, MN

List experience or skills you have relating to the appointment you are seeking:

I have 30 years experience in all facets of housing policy, development, planning and strategic implementation. I have worked in the public sector for cities as an HRA Executive Director and have worked in the private and nonprofit real estate field as part of my consulting practice.

List special or personal interests relating to the appointment you are seeking:

Since moving to Minnesota 24 years ago, I have lived in Chisago City, raised my two children in Chisago Lakes School and fell in love with the lakes, access to nature and family oriented community activities. Based upon my professional background, I understand that housing is expensive in the county and the majority of people commute outside the county for work. My passion is to provide a perspective that economic development should be approached from a holistic view that includes jobs, housing, transportation which all contribute to the tax base of the county.

Why do you want this appointment?

I would like to continue to serve on the HRA-EDA to utilize my professional experience in helping to increase job opportunities and support affordable and attainable housing to ensure an economically competitive and livable county.

Park Board

District 1:

Jolene Wille – Center City, MN

List experience or skills you have relating to the appointment you are seeking:

I have been an active member of the park board since being appointed after Chris Dubose was elected County Commissioner. I have thoroughly enjoyed contributing to the improvements of our parks and trails. It has been an absolute pleasure to support Joe Tart in the improvements that he is making for our residents in our County Parks.

List special or personal interests relating to the appointment you are seeking:

I grew up in Chisago County and have wonderful memories of being at Kost Dam Park and Checkerboard Park. I had children who were able to take advantage of the fields at Ki-Chi-Saga Park. I would value the opportunity to be a part of continuing to provide outdoor recreation for the citizens of our County.

Why do you want this appointment?

I would like to continue my appointment on the park board because I am proud of being a part of conserving our outdoor spaces. There have been great improvements under Joe Tart and I would like to continue to support him and the hard work of the employees and directors.

District 5:

Frank Storm – Rush City, MN

List experience or skills you have relating to the appointment you are seeking:

Currently serving on the Park Board and requesting reappointment

List special or personal interests relating to the appointment you are seeking:

Currently on the Park Board

Why do you want this appointment?

Requesting reappointment

Planning Commission

District 2:

Shellene Johnson – Shafer, MN

List experience or skills you have relating to the appointment you are seeking:

I am currently on the Planning Commission and bring these past several years of experience along with my previous experience outline in original application.

List special or personal interests relating to the appointment you are seeking:

area of interest is in a part of updating Chisago County's Ordinances

Why do you want this appointment?

I have enjoyed the past several years on the Planning Commission. I want to utilize the knowledge I have gained over these years and continue providing my service to Chisago County.

1. How long have you been a resident of Chisago County?

51 years

2. Where do you reside?
(Please check one)

Township

3. Do you have experience with or knowledge about land use/zoning issues?

Yes

If YES, please explain your knowledge and/or experience:

Currently a member of the Chisago County Planning Commission

4. Have you ever served or do you currently serve on a local town board, city council or local planning commission?

Yes

If YES, please tell us where you served and how long you served:

City Counsel member, City of Taylors Falls

5. During the past two years, have you received any substantial portion of income from business operations involving the development of land?

No

If YES, please explain:

Field not completed.

6. Regular attendance at monthly meetings of the

Yes

Planning Commission and/or the Board of Adjustment is very important. Can you commit to attendance at monthly meetings?

7. Special meetings also occur throughout the year, usually in the evenings, for the Planning Commission. Can you commit to attendance at special meetings with proper notice?

Yes

Summer Young – Shafer, MN

List experience or skills you have relating to the appointment you are seeking:

I am active, love to exercise, am very organized, and have utilized many features of our community that have been beneficial for my life. I am reliable, dependable, and truly have the interests of the community in the forefront of many of my decisions.

List special or personal interests relating to the appointment you are seeking:

I was born and raised here, went out of state for my education, and then returned. I will be enjoying the rest of my life in this area and want to help in many ways to build it up and help lead it to becoming a great place for work and life. The Swedish Immigrant trail has been a great plan for the area and I want to expand on that for our community members.

Why do you want this appointment?

I am a Minnesota licensed attorney and reside in Chisago County, Franconia township to be exact. I have a desire to give back to the community by helping plan new ways for our community members to stay active and enjoy the area.

1. How long have you been a resident of Chisago County?

29 years

2. Where do you reside?
(Please check one)

City, Township

3. Do you have experience with or knowledge about land use/zoning issues?

Yes

If YES, please explain your knowledge and/or experience: Studied land use and zoning issues in college and law school. Am also familiar with Chisago County land use and zoning when researching to purchase a plot of land.

4. Have you ever served or do you currently serve on a local town board, city council or local planning commission? No

If YES, please tell us where you served and how long you served: *Field not completed.*

5. During the past two years, have you received any substantial portion of income from business operations involving the development of land? No

If YES, please explain: *Field not completed.*

6. Regular attendance at monthly meetings of the Planning Commission and/or the Board of Adjustment is very important. Can you commit to attendance at monthly meetings? Yes

7. Special meetings also occur throughout the year, usually in the evenings, for the Planning Commission. Can you commit to attendance at special meetings with proper notice? Yes

At Large:

John Sutcliffe – Stanchfield, MN

List experience or skills you have relating to the appointment you are seeking:

MY PRIOR AND CURRENT HISTORY OF THE PLANNING COMMISSION / BOARD OF ADJUSTMENT AND TOWN SHIP

List special or personal interests relating to the appointment you are seeking:

NA

Why do you want this appointment?

TO CONTINUE GAINING EXPERIENCE AND USING MY EXPERIENCE

1. How long have you been a resident of Chisago County?

SINCE 1991

2. Where do you reside?
(Please check one)

Township

3. Do you have experience with or knowledge about land use/zoning issues?

Yes

If YES, please explain your knowledge and/or experience:

I HAVE BEEN ON PLANNING SINCE 2012

4. Have you ever served or do you currently serve on a local town board, city council or local planning commission?

Yes

If YES, please tell us where you served and how long you served:

NESSEL TOWNSHIP APPROXIMATELY TEN YEARS

5. During the past two years, have you received any substantial portion of income from business operations involving the development of land?

No

If YES, please explain:

Field not completed.

6. Regular attendance at monthly meetings of the Planning Commission and/or the Board of Adjustment is very important. Can you commit to attendance at monthly meetings?

Yes

7. Special meetings also occur throughout the year, usually in the evenings, for the Planning Commission. Can you commit to attendance at special meetings with proper notice?

Yes

Jolene Wille – Center City, MN

List experience or skills you have relating to the appointment you are seeking:

I am interested in joining the Planning Commission because I believe that I have value to add as a lifelong resident of rural Chisago County. I value responsible growth and would enjoy the opportunity to investigate and educate myself on the requests made to the county, in order to make responsible decisions.

List special or personal interests relating to the appointment you are seeking:

I am willing and able to attend meetings and research topics brought before the planning commission. I have the ability to work well with others, even if we have differing opinions. I have valued becoming more involved at the county level and believe that this appointment would allow me to give back to our community.

Why do you want this appointment?

I would like to join the Chisago County Planning Commission because I believe that I could add value to the decisions being made. I would like to see more rural representation and I would be honored to be part of this decision making board.

1. How long have you been a resident of Chisago County?

43 years

2. Where do you reside?
(Please check one)

Township

3. Do you have experience with or knowledge about land use/zoning issues?

Yes

If YES, please explain your knowledge and/or experience:

I have some understanding of land use in the rural areas. I have some understanding of zoning when it comes to applying for permits, which I did for a previous employer. I am very interested in educating myself to a higher degree of understanding about zoning and land use in the county.

4. Have you ever served or do you currently serve on a local town board, city council or local planning commission?

No

If YES, please tell us where you served and how long you served:

Field not completed.

5. During the past two years, have you received any substantial portion of income from business operations involving the development of land?

No

If YES, please explain:

Field not completed.

6. Regular attendance at monthly meetings of the Planning Commission and/or the Board of Adjustment is very important. Can you commit to attendance at monthly meetings?

Yes

7. Special meetings also occur throughout the year, usually in the evenings, for the Planning Commission. Can you commit

Yes

to attendance at special meetings with proper notice?

Water Plan Policy Team

Dawn White – North Branch, MN

List experience or skills you have relating to the appointment you are seeking:

I am a retired high school biology and environmental science teacher from the North Branch Area district. This past year I also rejoined the Chisago County Master Gardener group. In addition, I grew up here in Chisago County working on a small dairy farm. I have a strong understanding of the various factors that impact our local water systems -- both positively and negatively. I have been on the team long enough to have an understanding of what has gone before in the generation of the Lower St. Croix Watershed Plan and currently serve on the subcommittee that is working to redefine the team's next steps. I feel that I have a solid handle on the work needing to be done at this time and am motivated to continue to serve as an active member on the team.

List special or personal interests relating to the appointment you are seeking:

I grew up in rural Chisago County and returned here to raise our family in 1995. The outdoors have played a large role in my life and I am very interested in the impact humans and climate change are having on our waterways, as well as many other resources. It is important to me as a homeowner, kayaker, fisherperson, parent, and community member that our water resources be maintained and/or improved as best possible.

Why do you want this appointment?

I have served on this committee since August 2020. During this past year I have participated on the subcommittee tasked with redefining the mission and purpose statements for the Water Plan Policy Team now that many of the original committee's responsibilities have been completed with the acceptance of the One Watershed One Plan. The work toward this redefinition of focus and future actions is ongoing and I would like to continue helping the team complete this process. I support the suggestions made to date for the future of the Water Plan Policy Team and want an opportunity to have a voice in those decisions.



APPLICATION FOR APPOINTMENT TO AN ADVISORY COMMITTEE, COMMISSION

~~Board of Adjustment & Appeals~~

Committee of Interest

(Use the drop down arrow to select the committee)

Planning Commission

INSTRUCTIONS:

1. Please see the back of this page for a list of Advisory Committees/Commissioners in Chisago County, and enter the committee name for which you are applying in the space above.
2. Please complete one application for each committee appointment you are seeking.
3. Notice of Rights Identified on next page.

(Please Print)

NAME: McCarthy

Last

James

First

Patrick

Middle

ADDRESS: 39750 Poor Farm Road

Street

North Branch

City

MN

State

55056

Zip

TELEPHONE: 6513360628

Home

Business

FAX NO.:

E-MAIL ADDRESS: camcreek@gmail.com

IN WHICH COMMISSIONER DISTRICT DO YOU RESIDE? 2

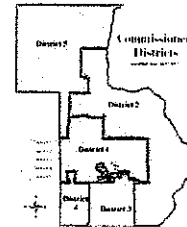
IF YOU RESIDE IN A TOWNSHIP, PLEASE LIST? Sunrise

LIST EXPERIENCE OR SKILLS YOU HAVE RELATING TO THE APPOINTMENT
YOU ARE SEEKING: Two years of service on Minneapolis Zoning Advisory BBoard

Board, Six years of service on Chisago Co. Board of Adjustment, Twelve years of swer

service on Chisago Co. Planning Commission, 39 years of transportation engineer-

ing experience



LIST SPECIAL OR PERSONAL INTERESTS RELATING TO THE APPOINTMENT YOU ARE SEEKING:
creating a new zoning code that reflects the goals of the 2017 County Comp. Plan and

provides for preservation of the resources of the county.

WHY DO YOU WANT THIS APPOINTMENT? I can provide knowledge and experience in land use,
transportation thru this public service

RETURN THIS APPLICATION TO:

CHISAGO COUNTY

Clerk of the Board

313 North Main Street, Room 175

Center City, MN 55012

Phone: 651/213-8830

Fax: 651/213-8876

Signature of Applicant

Date

12-15-22

Chisago County is An Equal Opportunity Employer

ADVISORY BOARDS, COMMITTEES & COMMISSIONS

- | | |
|---|--|
| <ul style="list-style-type: none">* Board of Adjustment & AppealsCitizen Review PanelComfort Lake/Forest Lake Watershed DistrictExtension CommitteeFive County Mental Health BoardHousing & Redevelopment Authority -Economic Development Authority (HRA-EDA)Library Board | <ul style="list-style-type: none">Noxious Weed Appeal CommitteeParks Board* Planning CommissionPublic Health CommissionSpecial Task Forces; Ad Hoc Committees:Limited Term Study GroupWater Plan Policy Team |
|---|--|

*** If you are interested in appointment to the Board of Adjustment & Appeals or Planning Commission, please complete the attached questionnaire.**

NOTICE OF RIGHTS

In accordance with the Minnesota Government Data Practices Act, Chisago County is required to inform you of your rights as they pertain to private information collected from you. Private data is that information which is available to you, Chisago County Administration and the department to which you are applying but not to the public.

The purpose of the collected information is to determine your eligibility to participate on a commission or advisory board. Furnishing the requested information is voluntary, although refusal to supply the information may make you ineligible for an appointment.

Names and home addresses of applicants for appointment to the members of an advisory board or commission are public, as are rank on eligibility list, job history, education, training and work availability. All other information obtained from you is private.

ADDITIONAL INFORMATION REQUIRED FOR COMMITTEE APPOINTMENT

If you are interested in appointment to the Planning Commission OR the Board of Adjustment, please complete the following information.

1. How long have you been a resident of Chisago County? 30 years
2. Do you reside in a _____ City or ☒ Township? (Please check one)
3. Do you have experience with or knowledge about land use/zoning issues?
☒ Yes _____ No; If yes, please explain your knowledge and/or experience.
18 years of service for Chisago County Planning/Zone as an active and engaged board member

4. Have you ever served or do you currently serve on a local town board, city council or local planning commission? _____ Yes ☒ No; If yes, please tell us where you served and how long you served:

5. During the past two years, have you received any substantial portion of income from business operations involving the development of land? _____ Yes ☒ No
If yes, please explain:

6. Regular attendance at monthly meetings of the Planning Commission and/or the Board of Adjustment is very important. Can you commit to attendance at monthly meetings? ☒ Yes _____ No
7. Special meetings also occur throughout the year, usually in the evenings, for the Planning Commission. Can you commit to attendance at special meetings with proper notice? ☒ Yes _____ No

Updated – 10/29/2014

Explanation of Your Rights

Completion of this form is optional. It is not part of the application process. The purpose of this form is to authorize release of your e-mail (if any) and fax or telephone number(s) to members of the Chisago County Board of Commissioners. Authorizing release of your contact information is not required. If you decline to complete this release, the commissioners who will make the decision regarding your application for appointment to the committee, board or commission will not be able to contact you in advance of his/her decision or vote.

If you have a question about anything on this form, or would like more explanation, please contact the Clerk to the County Board before you sign it.

Waiver and Release

As an applicant for an opening with one of Chisago County's committees, boards or commissions, I understand that I have a right to have some personal information remain private. I recognize Chisago County Commissioners may want to contact me and inquire about my interest and qualifications regarding this position. I, James McCarthy, hereby waive my right to keep the specified data private.

I, James McCarthy, give my permission for Chisago County to release data about me to Chisago County Commissioners, currently serving on the Chisago County Board of Commissioners, as described on this form.

1. The data I want Chisago County to release includes e-mail address, and any fax or telephone number(s) included on my application. Data to be released (check corresponding box(es)):

☐ e-mail address; ☐ fax number; ☒ home phone; ☐ business/work phone; ☒ cell phone

2. I understand that I am authorizing Chisago County to release the data to members of the Chisago County Board of Commissioner, currently serving on the Chisago County Board of Commissioners, for the sole purpose of contacting me regarding my application.

3. I understand that the data are classified as private data at Chisago County and the classification or treatment of the data after release to any commissioner remains private data and shall not be further released, without my express written consent.

This authorization to release expires ninety (90) days from the date of my signature or upon the filling of the position on the committee, board, or commission, whichever comes first.

Individual data subject's signature  Date 12-15-21

Created 12/08 - county attorney

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 11
Title of Item for Consideration: Setting the Ditch Levies for 2022	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: The Ditch Levies were set in 2021 with an increase from 2021.	
<p>Background: In order to issue tax statements for 2022 in a timely manner, the County Auditor-Treasurer requests that the 2022 ditch levies be set. For 2022, the County Auditor-Treasurer has included 10% maintenance levy increase. With the County becoming more proactive in dealing with ditch matters, the amount of money needed for expenses incurred on the ditches is going to increase and these costs can only be paid by those properties benefitting from the ditch system. Therefore, additional funds will be needed in the near future.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> County Auditor-Treasurer Memo – Recommended Ditch Levy Amounts 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board establish the ditch levy amounts at an increase the levy amounts by 10% at this time, in order to be able to issue tax statements on time for 2022. The following motion is suggested:</p> <p style="text-align: center;">“Move to set the 2022 Ditch Levies at a 10% increase over 2021 as shown in the January 4, 2022 County Auditor-Treasurer Memo.”</p>	
<p>Implications of Action: If the motion is made, the County Board will have established the ditch levy amounts for the year.</p> <p>Budget/Financial Implications: None.</p> <p>Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies.</p>	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

01.4.2022

Memo

To
Chisago County
Board

Comments:

From
Bridgitte Konrad
Auditor-Treasurer

Re
County Ditch Levies
for 2022

In order to issue tax statements for 2022 in a timely manner I am requesting the 2022 ditch levies be set at this time. The balances below do not reflect any costs incurred by the Highway Department (if any) and are subject to change. The balances do include the temporary transfers from the General Fund if approved at the January 4, 2022. My recommendations for levies for 2022 are as follows:

<i>Ditch #</i>	<i>Current Balance</i>	<i>2021 Levy</i>	<i>Recommended Levy for 2022 (10% Increase)</i>
Unallocated	2,434.56		
1	5,315.54	430.00	473.00
2	3,327.73	1,075.00	1,183.00
3	4,280.65	2,150.00	2,365.00
4	4,034.69	1,075.00	1,183.00
5	0.00	None	None
6	6,365.37	1,075.00	1,183.00
7	22,267.69	4,300.00	4,730.00
8	1,699.64	1,075.00	1,183.00
9	9,386.42	4,300.00	4,730.00
10	16,560.72	2,150.00	2,365.00
11	712.00	None	None
12	-	None	None
14	321.03	2,150.00	2,365.00
Jud. #1	-	None	Abandoned
Jud. #2	-	None	None
<i>Total</i>	<i>\$76,706.04</i>	<i>\$19,780.00</i>	<i>\$21,760.00</i>

Chisago County Auditor-Treasurer's Office

Tel 651-213-8509 313 North Main Street, Room 271 www.chisagocounty.us
Fax 651-213-8510 Center City, MN 55012 Bridgitte.konrad@chisagocounty.us



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
January 4, 2022**

TAB # 12

Payment of County's Warrants & Miscellaneous Bills

Bills Paid	12/30/2021	\$1,481,151.53
	12/30/2021	\$100,294.17

Authorize Payment of County's Warrants for HHS:

<u>Prepared Check Date</u>	<u>Amount</u>	<u>Mail Date</u>	<u>Type of Payment</u>
12/17/2021	\$135,515.78		County's Warrants
12/17/2021	\$28,752.85	01/04/2022	Auditor's Warrants
12/23/2021	\$78,361.20		County's Warrants
12/23/2021	\$31,531.81	01/04/2022	Auditor's Warrants

*****Over 60 Days*****

Shellene Johnson (Planning Commission) 10/7-10/29 - \$104.93

8/5 - \$54.93

7/1 - \$54.93

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, December 15, 2021**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, December 15, 2021 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka, Robinson. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath and County Attorney Janet Reiter.

The Chair called the meeting to order and led the assembly in the Pledge of Allegiance.

Commissioner Greene offered a motion to approve the amended agenda. Motion seconded by Dunne, the motion **passed** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Montzka, seconded by Greene, the Board opened the Road and Bridge Committee of the Whole at 6:30 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

The Board was given updates on the current projects of the Public Works Department from County Engineer Joe Triplett. *No action was taken.*

On motion by Montzka, seconded by Greene, the Board moved items 1-3 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – Out of State Travel Request – ATSSA Conference
- 3.) R&B Committee Recommendation – CSAH 22/I-35 Interchange/Corridor Study - WSB
- 4.) Minutes from the December 1, 2021 Regular Meeting
- 5.) Payment of County’s Warrants and Miscellaneous Bills

Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The itemized list of claims is available for public review on the County website at <https://www.chisagocounty.us/1197/Claims-Paid>. Claims less than \$2,000 are listed

as a total dollar amount and notes the number of claims included in the total.

6.) Exempt Gambling Permit – Knights of Columbus Council 7750

AMENDED On motion by Robinson, seconded by Montzka, the Board moved to approve the resolution to authorize the Issuance and Sale of General Obligation Refunding Bonds, Series 2022a. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

Environmental Services Director Kurt Schneider presented the Board with the Director's Report and action items. *No action was taken.*

7 On motion by Greene, seconded by Montzka, the Board moved to accept the Environmental Services/Zoning Director's Report. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

8 On motion by Greene, seconded by Duune, the Board moved to authorize and approve transfer of up to \$15,000 from LID reserves to Invasive Species (618-6840) and authorize a 50% match payment up to \$15,000 to the City of Lindstrom for the Lakeside Woodlands goldfish eradication project. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

9 On motion by Dunne, seconded by Robinson, the Board moved to authorize Chisago County staff to submit applications for the Lower St. Croix Partnership, Request for Funding, Activity 7 – Internal Analyses and Act as the lead sponsoring agency for North/South Goose Lake, Little and East/West Rush Lakes as presented at tonight's meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

10 On motion by Robinson, seconded by Greene, the Board moved to approve the 2022 Hauler Recycling Contract Renewals with the following companies: Chisago Lakes Sanitation; Croix Valley Pick-Up; SRC, Incorporated; and Pete's Rubbish Hauling and moved to approve the 2022 Recycler Contracts with the following companies: AAA Recycling; Chisago Lakes Achievement Center; Evergreen Recycling; Recycling for Wildlife; SRC, Incorporated; and The Steel Chick Recycling. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

11 On motion by Greene, seconded by Robinson, the Board moved to approve Resolution 21/1215-4, A Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the Kelsey Zaavedra Conditional Use Permit for Rural Retail Tourism to operate a Farm Stand for the sale of agricultural products, offer workshops/classes and farm tours, and a three (3) site Campground at 40422 Oriole Avenue, Amador Township, (PID #01.00083.10) with Findings and Conditions as

recommended by the Planning Commission. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

1. This CUP shall allow for seasonal rural retail tourism to offer and host agricultural oriented educational and recreational classes, farm market, and associated activities and a three-site campground with the following elements:
 - Farm Stand and Market for sale of agricultural products, merchandise, and goods
 - Farm tours to take place on Saturdays, or by appointment for groups of 6 or less during daylight hours
 - Educational classes not to exceed 25 participants per class and 2 classes per month March through November.
 - Mandatory on-site caretaker campground campsite occupancy and management of the two (2) designated camp sites (RV site and Tent Site).
2. Seasonal farm stand hours of operation shall be conducted on Saturdays year-round from 9 AM to 6 PM.
3. Camping may occur year-round for the single tent campsite. Camping may occur seasonally (May – December 15th) for the RV camp site. Caretaker must be in full time residence for the duration of all camping activities. Camping may occur with the following restrictions/conditions:
 - Campsite quiet hours shall be designated from 9 pm to 7 am with no sustained audible noise or camper activities heard beyond the designated property boundaries during such times.
 - Solid waste shall be sufficiently contained, screened, and protected on-site so as to prevent nuisance conditions and shall be self-hauled/removed weekly.
 - Porta potty waste pumping contract(s) and records shall be maintained documenting full-service year-round pumping and disposal of all effluent/waste.
 - One (1) campfire site is allowed per campsite conditioned on a suitable fire plan / fire extinguisher provided per site.
 - No outdoor amplified music shall be permitted at campsites.
4. The maximum attendance at any given time with camping, sales, tours, and workshops associated with the CUP shall be no more than 25 people.
5. All parking shall be accommodated on-site. Additional parking stall area to be designated to accommodate for at least 15 visitors attending workshops at any given time. Proof of parking diagram to be provided and placed on file with staff.
6. Signage shall be in accordance with Section 4.14 of the Zoning Ordinance.

7. The Permittees shall provide documentation to the County Building Official for the construction of any buildings which will house the public for sales or workshops. All remodeling or retrofitting of the existing buildings shall be subject to relevant State Building Codes, permits, and inspection requirements.
 8. Minnesota Building Code/ SSTS, and all other relevant MDH codes shall be applicable to the project, all permits and Certificates of Occupancy and Compliance shall be obtained prior to occupancy and within 1 year of CUP issue date., and CUP approval shall be considered provisional until such time as these requirements are met. On-site porta potty shall be replaced with compliant SSTS tank privy holding tank and/or approved effluent dumping station or septic system (drain field or mound) in accordance with State SSTS regulations and permitting. Pumping and SSTS service records shall be provided upon demand to demonstrate effluent disposal compliance.
 9. The Applicants shall provide documentation of contractual porta-potty effluent pumping service agreements per State MDH and SSTS requirements. Outdoor restrooms shall be screened from Oriole Avenue with adequate plantings or fencing so as to not be visible from the road right-of-way.
 10. The permit holder shall notify the County annually that the activity permitted by the CUP is ongoing, and the activities being conducted continue to adhere to the conditions of approval. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
 11. Year-round access and parking for multiple emergency vehicles is required on site, including space to maneuver/turn vehicles on the site. If emergency vehicles are damaged due to the lack of maneuverable space/adequate driveway width/height, owner will receive a bill for items that need repair. Contact the Almelund Fire Chief with questions.
 12. Before any campsite may be occupied, it must be screened from neighbors and the public road. The screening around campsites shall be two rows of evergreen trees, 16' on center, 6'+ in height. All group events shall be held within screened area(s).
- 12 On motion by Greene, seconded by Dunne, the Board moved to approve Resolution #21/1215-1 A Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the Final Plat of Strenke Addition located in Chisago Lakes Township, at 15460 345th and Park Trail (PID# 02.00530.00). The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

- 13 On motion by Robinson, seconded by Montzka, the Board moved to approve

Resolution #21/1215-2 A Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the Final Plat of Haseltine Addition located in Fish Lake Township, at 2654 Blackhawk Road (PID# 03.00526.30/.40). The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

14 On motion by Greene, seconded by Montzka, the Board moved to approve Resolution 21/1215-3, A Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the Final Plat of Steward Hills Estates, located in Amador Township, at 15765 392nd Street (PID# 01.00254.00). The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

15 Comfort Lake Forest Lake Watershed District Presentation POSTPONED.

16 On motion by Robinson, seconded by Greene, the Board moved to approve the date and time of the Annual Organization meeting of January 5th, 2022 at 9:00 a.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

17 On motion by Greene, seconded by Robinson, the Board moved to approve via the attached Resolutions the proposed 2022 Salary and Compensation Amounts for Elected Officials and Contracted and Non-Represented County Employees, and the proposed 2022 Per Diems for County Commissioners and Volunteers, as recommended [and/or modified] at tonight's meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

18 On motion by _____, seconded by _____, the Board moved to approve property changes for taxes payable in 2022, due to changes, corrections, and clerical errors since the County Board of Equalization. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

19 On motion by Montzka, seconded by Greene, the Board moved to authorize the resolution approving the application for funding from the Voting Equipment Grant. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

20 On motion by Montzka, seconded by Greene, the Board moved to approve advertising of the vacancies on the Board of Adjustment, Extension Committee, HRA-EDA, Library Board, Park Board, Planning Commission, and Water Plan Policy Team. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

21 On motion by Greene, seconded by Dunne, the Board moved to approve the License Agreement with Taylors Falls to use the water tower for Chisago County Radio Equipment. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

22 On motion by Montzka, seconded by Greene, the Board moved to approve the Central Minnesota Mental Health Center detoxification services contract 2022. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

23 On motion by Greene, seconded by Dunne, the Board moved to approve the proposed Professional/Technical Services Contract between Therapeutic Services Agency, Incorporated and Chisago County, as presented at tonight's meeting. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

24 On motion by Greene, seconded by Montzka, the Board moved to approve the Covid-19 Vaccination Implementation Grant Agreement Amendment. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

25 On motion by Montzka, seconded by Dunne, the Board moved to approve the Chisago County Interagency Children's Services Collaborative By-Laws 2022-2026. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

26 On motion by Montzka, seconded by Robinson, the Board moved to approve the appointments of Carol Schumann and Nancy Grossmann to the Chisago County Citizen Review Panel. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

27 On motion by Greene, seconded by Montzka, the Board moved to approve the Minnesota Department of Health Community Health Workforce Development Grant Project Agreement. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

28 On motion by Montzka, seconded by Greene, the Board moved to approve the Opioid Settlement Resolution. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

29 On motion by Dunne, seconded by Montzka, the Board moved to approve the inmate food service contract with Summit Correctional Food Service as recommended by the Sheriff's Office and approved as to form by the County Attorney's Office. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

30 On motion by Dunne, seconded by Montzka, the Board moved to approve the purchase of body worn camera equipment as recommended by the Sheriff's Office. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

31 On motion by Montzka, seconded by Greene, the Board moved to approve a lease with Pitney Bowes for a postage meter and authorize County Auditor/Treasurer Bridgitte Konrad to sign the lease documents. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

32 On motion by Montzka, seconded by Robinson, the Board moved to approve the agreement with Honeywell, Inc. to complete the Phase 1 projects of the Chisago County Energy Efficiency and Improvement Program, which will be financed by Pinnacle Financial. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

33 On motion by Greene, seconded by Robinson, the Board moved to accept the December 14th Budget and Finance Report and repair the Harris Public Works garage door with the funds allocated to the Facilities/Maintenance contingency fund. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson. **OPPOSED:** None.

County Administrator Burnham provided administrative updates. *No action was taken.*

Several Commissioners offered reports of their respective committee assignments. *No action was taken.*

On motion by Greene, seconded by Dunne, the Board adjourned the meeting at 8:20 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka, Robinson **OPPOSED:** None.

Chris DuBose, Chair

Attest: _____
Christina Vollrath
Clerk of the Board

Chisago County Request For Board Action

Meeting Date: January 4, 2022	Item Number: 14
Title of Item for Consideration: Acceptance of 2021 Chisago County Donations	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
<p>Previous Action on this Matter: On April 19, 2006, the Board adopted Resolution No. 060419-3, which established a policy regarding the acceptance of gifts by Chisago County. From time to time the County will accept gifts from businesses and residents, and a motion and resolution must be passed in accordance with County Policy.</p>	
<p>Background: The County has received donations from businesses, organizations, and private individuals in 2021 and is requesting formal acceptance by the County Board of Commissioners by approving the attached resolution.</p>	
<p>Attachment(s):</p> <ul style="list-style-type: none"> • Resolution 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners accept the donations from various organizations for Chisago County programs and events. The suggested motion to approve is:</p> <p style="text-align: center; margin-top: 20px;"><i>“Move to approve the resolution accepting donations to Chisago County in 2021.”</i></p>	
<p>Implications of Action: Acceptance of the donation via the attached resolution will allow the County to accept the financial donations for the program.</p>	
<p>Budget/Financial Implications: There are no budgetary or financial consequences to this the passing of the Resolution.</p>	
<p>Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.</p>	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	<div style="display: flex; justify-content: space-around;"> Aye _____ Nay _____ Abstain _____ </div>

**Chisago County
Board of Commissioners**

Acceptance of Donations by Chisago County for 2021

**RESOLUTION NO: 22/0104-X
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY**

WHEREAS, the Chisago County Board of Commissioners adopted Resolution No. 060419-3 on April 19, 2006 which established a policy regarding the acceptance of gifts by Chisago County; and

WHEREAS, the County has received a donation from a business or private individual in Chisago County and is requesting formal acceptance by the County Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby accepts the following donations received by the Chisago County in 2021:

- Rosenbauer MN \$100.00 for Children's Water Festival
- Stacy Lent Fire \$250.00 for Children's Water Festival
- Plastic Products Inc. \$250.00 for Children's Water Festival
- Chisago Lakes Lions Club \$200.00 for Children's Water Festival
- First State Bank of Wyoming \$200.00 for Children's Water Festival
- Rush City Lions Club \$250.00 for Children's Water Festival
- Rotary Club of Chisago Lakes \$250.00 for Children's Water Festival
- The Shafter Volunteer Firemen's Benefit Association \$200.00 for Children's Water Festival
- Kwik Trip Inc. \$300.00 for Children's Water Festival
- Wildridge Association \$200.00 for K-9 Unit
- Kimberly Zitelman \$475.00 for K-9 Unit

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 15
Title of Item for Consideration: Authorization for County Auditor-Treasurer to Transfer Funds	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
<p>Background: Transfer #1 – All proceeds and costs from the tax forfeited land sales are collected into the Tax Forfeited Land Fund. The portion of the proceeds which are remitted to the local units of government are distributed from the Tax and Penalty Fund along with all other tax collections. Consequently, these funds need to be moved from the Tax Forfeited Land Fund to the Tax and Penalty Fund.</p> <p>Transfer #2 – The Chisago County Ditch #5 Fund is currently in a deficit because of expenditures related to the Redetermination of Benefits and Reestablishment of Record procedures. Minnesota Statute does not allow for deficit fund balances. There needs to be a of transfer funds from the General Fund to the County Ditch Funds</p>	
<p>Attachment(s):</p> <ul style="list-style-type: none"> • Transfer Request 	
<p>Action Requested/Recommended: The County Board is respectfully requested to approve the above-noted transfer from the tax forfeited land sales are collected into the Tax Forfeited Land Fund. The following motion is suggested;</p> <p style="text-align: center;"><i>“move to authorization for County Auditor-Treasurer to Transfer Funds from the tax forfeited land sales are collected into the Tax Forfeited Land Fund and to transfer funds from the General fund into County Ditch Funds.”</i></p>	
<p>Implications of Action: If the transfer is approved the Tax Forfeited Land Fund and the Tax and Penalty Fund will have the appropriate balances and if the transfers are approved our financial reporting requirements will be adhered to.</p>	
<p>Budget/Financial Implications: None</p>	
<p>Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.</p>	

<i>Administrator's Recommendation</i>			
Approve _____	Deny _____	Other _____	
Motion By: _____		Seconded by: _____	
To: _____			
Action on Motion:	_____	Nay _____	Abstain _____

Request for Permanent Transfer of Funds

FUND FROM	FUND TO	REASON	AMOUNT
Tax Forefeit Land (Fund 72)	Tax and Penalty (Fund 71)	Transfer of Tax Forfeited Land Sale Proceeds for Distribution	\$218,013.91

2021 Temporary Transfer Requests Effective 12/31/2021

Ditches

Fund From	Fund To	Reason	Amount
Revenue	Ditch	Amount for Ditch Fund 625 (Ditch 5)	\$10,230.25

Board Approved on _____, 2022

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 16
Title of Item for Consideration: Arrowhead Transit Lease Renewal	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
<p>Previous Action on this Matter: The history of the 'Heartland Express Building' in North Branch;</p> <ul style="list-style-type: none">On February 4th, 2015, the Chisago County Board of Commissioners authorized an offer to purchase the previous Lakes EMS building and property located at 39840 Grand Ave., North Branch, MN 55056 for a purchase price of \$340,000 (in closed session);On February 19th, 2015, the Heartland Transit Joint Powers Board approved the relocation of Chisago County Heartland Transit buses and drivers, and potentially other Heartland operations, to 39840 Grand Ave., North Branch, and agreed, in concept to a lease of such facility from Chisago County, to be added to the Heartland Transit Budget and apportioned accordingly among Chisago County and Isanti County interests.Beginning January 1st, 2017, the County leased the Building to Isanti County for the continued operation of Heartland Express.On August 19th, 2020, the Chisago County Board of Commissioners (following Isanti County's direction) dissolved Heartland Express as the rural transit provider for Chisago County.On January 5th, 2021, Chisago County all of Heartland Express' assets to Arrowhead Transit (AEOA) including the current lease with Isanti County for the Heartland Express North Branch facility.On March 1st, 2021, Chisago County approved the lease of the 'Heartland Express' Building to Arrowhead Transit.	
<p>Background: MnDot selected Arrowhead Transit (AEOA) to provide the service to Chisago County, as a rural public transit system.</p> <p>Arrowhead wants to continue to use the North Branch facility for providing transit services to Chisago County. This lease begins on the 1st day of January, 2022, and end on the 31st day of December, 2022. The County will receive a monthly lease payment of <u>\$4,817.08</u> from Arrowhead Transit or <u>\$57,805.00</u> per year.</p> <p>Attachment(s):</p> <ul style="list-style-type: none">Lease Agreement between County of Chisago and Arrowhead Transit	

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Lease Agreement between County of Chisago and Arrowhead Transit for 2022. The suggested motion is as follows:

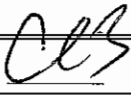
“Move to approve the Lease Agreement between County of Chisago and Arrowhead Transit for 2022.”

Implications of Action: By approving the lease agreement, Chisago County will maintain compliance with MnDOT for rural transit services.

Budget/Financial Implications: The County will receive a monthly lease payment of **\$4,817.08** from Arrowhead Transit for use of the facility to provide Chisago County with transit services.

Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.

Administrator's Recommendation

Approve 	Deny _____	Other _____
Motion By: _____		Seconded by: _____
To: _____		
Action on Motion:	Aye _____	Nay _____ Abstain _____

Lease Agreement between County of Chisago and Arrowhead Transit

This LEASE AGREEMENT (hereinafter referred to as the "Lease") is by and between the County of Chisago, 313 North Main Street, Room 174, Center City, MN 55012 ("Landlord"), and Arrowhead Economic Opportunity Agency Inc, dba Arrowhead Transit 702 3rd Ave S, Virginia, MN 55792("Tenant")

- 1. PREMISES AND POSSESSION.** The Landlord hereby leases to the Tenant and the Tenant hereby takes from the Landlord, for the Term and upon the conditions hereinafter provided, the Premises consisting of buildings and property located at 39840 Grand Avenue, North Branch, MN 55056 ("Premises"), herein described in Exhibit A.
- 2. TERM.** This lease shall begin on the 1st day of January, 2022, and end on the 31st day of December, 2022, unless sooner terminated as provided herein, subject to the terms and conditions set forth below. The Landlord and Tenant shall have the option to exercise two successive 2 – year options to the Term of this Lease by written agreement to the term extension at least one hundred eighty (180) days in advance of the last day of each option Term that would expire. Each two-year option is for the right to extend the Term upon the conditions stated in this Lease.
- 3. LEASEHOLD IMPROVEMENTS.** Tenant is taking the Premises and accepting the condition of the Premises "as presented" and Landlord is under no obligation to make any structural or other alterations, decoration, additions, or improvements. Tenant shall not make, and shall not commence, any improvement that has not been previously approved by the Landlord. If any improvement is made or commenced without the Landlord's consent, and the Landlord does not give subsequent approval thereof, the Tenant shall, upon receiving written notice from the Landlord, restore that portion of the Premises affected by the improvement to its preexisting condition at Tenant's expense.
- 4. GROSS RENT (BASE RENT AND NNN EXPENSES).** The Tenant agrees to pay to the Landlord at such place as the Landlord may hereafter from time to time designate in writing, without demand, annual Gross Rent (Base Rent) in the amount of \$57,805.00, payable in monthly installments of \$4,817.08, based upon the following:

- a. **BASE RENT:** based upon the following:

<u>Premises/Use</u>	<u>SF</u>	<u>\$ cost/SF</u>	<u>Annual Total</u>
Office Space	3955 SF	\$11.00/SF	\$ 43,505.00
Garage – Main Building	1320 SF	\$ 5.50/SF	\$ 7,260.00
<u>Garage – Accessory Building</u>	<u>1280 SF</u>	<u>\$ 5.50/SF</u>	<u>\$ 7,040.00</u>
Base Rent	6555 SF		\$ 57,805.00

- b. **Renewal Terms.** If Tenant exercises its options to extend the Term of this Lease, the Gross Rent for the renewal term(s) shall be calculated as a continuation of the original Term.

- c. **Due Date.** All monthly installments of Gross Rent shall be payable on or before the first day of each calendar month during the Term. In the event any fractional months occur during the Term, the Tenant shall pay Gross Rent on a pro rata basis calculated on the ratio of the actual number of days the Tenant is in possession to the total days in the month in question. The Gross Rent (Base Rent and Additional expenses) is sometimes herein collectively referred to as the Rent.
 - d. **Independent Covenant.** Tenant's obligation to pay the Gross Rent and other amounts due under this Lease is an independent covenant, and is and shall not be subject to any abatement, deduction, counterclaim, reduction, set-off or defense of any kind whatsoever. The covenants and obligations of Landlord under this Lease are dependent upon the performance by Tenant of all of its covenants and obligations hereunder.
- 5. **SECURITY DEPOSIT.** There shall be no security deposit paid by Tenant.
- 6. **OPERATING COSTS.** Tenant shall assume responsibility for all Utilities (gas, electric, telephone, cable, security systems, trash removal, water, sewer, satellite, and internet utilities) and other "Operating Costs" for the Premises as specifically set forth in Attachment B. All utilities and trash removal shall be placed in the Tenant's name and account and shall be paid directly by Tenant to the utility supplier. Tenant shall pay premiums for all insurance, procured by Tenant pursuant to paragraph 21 below, directly to its insurance agent or insurance carrier.
- 7. **TENANT'S SIGNAGE.** Any signage, displays, or graphics of any nature whatsoever relative to the business conducted on the Premises, whether located on the Premises, in the Premises, or elsewhere, as well as all other portions of the Premises that may be observed from outside of the Premises, shall be provided at the expense of the Tenant, but shall be subject, however, to the written approval of the Landlord, which approval shall not be unreasonably withheld. All signage existing at the commencement of this Lease is deemed approved. As to any signage which Tenant proposes to implement after the date of execution of this Lease, the Tenant shall submit to the Landlord the plans, for the Landlord's approval, for any such signage, displays, or graphics prior to their implementation. If the Landlord's approval is obtained, the Tenant may not thereafter modify the same without again obtaining the Landlord's approval. This provision shall specifically apply to such signage, display, or graphics placed in any window of the Premises, or elsewhere in the Premises, which may be seen from outside the Premises. All signage in place at the time this Lease is executed is specifically approved.
- 8. **TENANT'S ADDITIONAL WARRANTIES.** In addition to any warranties or covenants made or to be kept by the Tenant pursuant to any other provision contained elsewhere herein, the Tenant hereby agrees:
 - a. To not commit any nuisance or waste on the Premises, throw foreign substances in plumbing facilities, or waste the services, if any, furnished by the Landlord;
 - b. To not place any items in or otherwise obstruct entries, halls, stairways, sidewalks, or other Common Areas, and not use the same for anything other than their intended purpose;

- c. To pay when due all installments of rent, and to comply with any and all of the Tenant's other covenants and agreements contained in this Lease;
- d. To properly store and contain all trash and garbage and make the same available for regular pick-up and actively participate in recycling activities;
- e. To conduct its business at all times in good faith, and in a high grade and reputable manner.

9. LANDLORD'S RIGHT TO FIX OR REPAIR. If the Tenant shall fail to keep and preserve the Premises in the state of condition required by any provision of this Lease, the Landlord may, at its option, provide Tenant with written notice of such failure as provided herein. If the condition specified in any such notice shall continue for a period of ten (10) days after the date of the notice, Landlord may, at its option, put or cause the same to be put in the required condition and state of repair without liability to Tenant for any loss or damage that may accrue to Tenant's property or business by reason thereof. In such case, the Tenant, on demand, shall pay as additional rent, the cost thereof together with interest thereon from the date paid.

10. USE. Subject to the Tenant's ability and obligation to obtain all necessary governmental approvals and permits, the Tenant may use and occupy the Premises for the use of Transit Facility and Office, including Bus storage, staging and light maintenance, Bus Operator staging and offices, Transit Operations, Administration and Dispatching, general Office and Conference Facility uses, and Transit Pick-up/Drop-off and Transfer Facility. Landlord disclaims any warranty that the Premises are suitable for Tenant's use and Tenant acknowledges that it has had a full opportunity to make its own determination in this regard.

- a. Compliance with Laws. The Tenant further warrants that it will not commit or permit any act to be performed, or any omission to occur on the Premises or Premises that will be in violation of any present or future law, ordinance, regulation or order of any governmental unit having jurisdiction over the Premises or Premises. This section shall specifically apply to the conformance with all health, safety, and building codes as the same may relate to any equipment or fixtures on the Premises or to any other aspect of the operation of the Tenant's business.

11. MAINTENANCE AND REPAIR. The Landlord shall maintain the foundations, exterior walls and roof of the Premises in good repair, ordinary wear and tear excepted, unless the need for any such repair or replacement is directly or indirectly attributable to or results from activity being conducted within the Premises, or is necessary to accommodate Tenant's operations, or becomes necessary by reason of the negligence of the Tenant, its agents, employees, or anyone else for whose acts the Tenant is responsible. The costs of routine maintenance and repair of the Premises shall be paid directly by the Landlord.

- a. **Landlord's Maintenance Obligations.** The Landlord, at its own expense, shall maintain the Premises at all times in as good condition and repair of equal quality with the original work and condition, ordinary wear and tear excepted, and in a clean, sanitary, and safe condition in accordance with all applicable laws, ordinances, and regulations; including, without limitation, major plumbing, sewage, ventilating, and electrical systems serving the

Premises, doors, windows, floors and floor coverings, interior walls and interior painting, and major facilities, fixtures, and appurtenances.

- b. **Tenant's Maintenance Obligations.** The Tenant shall permit no waste, damage, or injury to the Premises. If the Tenant refuses or neglects to commence necessary repairs deemed the responsibility of the Tenant within a reasonable period (no longer than ten (10) consecutive days) after written request, or does not adequately complete such repairs within a reasonable period (no longer than ten (10) consecutive days) after written request, or does not adequately complete such repairs within a reasonable time thereafter, the Landlord may make the repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's stock or business by reason thereof, and if the Landlord makes such repairs, the Tenant shall pay to the Landlord amount so paid by the Landlord and/or all costs and expenses incurred by the Landlord in making the above maintenance or repair, including reasonable attorneys' fees, shall be deemed to be additional rent for the Premises and shall be due and payable by the Tenant to the Landlord on demand.

12. LANDLORD'S RIGHT OF ACCESS. The Landlord, its employees, and agents shall have the right to enter the Premises at all reasonable times for the purpose of inspecting, cleaning, or repairing the Premises, or any portion thereof, or to exhibit the Premises to prospective tenants, purchasers, or others the Landlord may deem appropriate. Specifically, the Landlord, its employees, or agents shall also be permitted to install on or through the Premises conduits or other utility lines or services as the Landlord may deem necessary or appropriate. The Landlord will provide sufficient notice (48 hours) to the Tenant on its desire to access the leased space. Such notice will indicate the time, date, and purpose for access.

13. ALTERATIONS. Tenant shall not make any alterations, additions, or improvements in or to the Premises, or add, disturb, or in any way change any plumbing or wiring therein without the written consent of the Landlord as to the character and detailed plans of the alteration, addition, or improvement to be made, the manner of doing the work, the appropriate indemnifications for the Landlord, the persons to do the work, the providing of the costs therefor, the returning of the Premises to the condition in which they were at the commencement (if required by the Landlord), and other requirements or assurances that may be required by the Landlord.

14. ASSIGNMENT OR SUBLETTING. Tenant will not assign, transfer, mortgage or encumber this Lease or sublet or rent or permit occupancy or use of the Premises, or any part thereof by any third party; nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise, (any of the foregoing being hereinafter referred to as an "Assignment") without in each such case obtaining the prior written consent of Landlord. The consent by Landlord to any Assignment shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any transferee under an Assignment constitute an acceptance of the Assignment or a waiver or release of Tenant or any transferee of any covenant or obligation contained in this Lease, nor shall any Assignment

be construed to relieve Tenant from the requirement of obtaining the consent in writing of Landlord to any further Assignment.

- 15. FIRE OR OTHER CASUALTY.** If fire or other casualty shall render the Premises untenable for a period in excess of ninety (90) days, either party shall have the right to terminate this Lease forthwith, in which case all rent owed to the Landlord shall be calculated and paid to the Landlord within ten (10) days of the Landlord's request therefor and any prepayments of rent shall be credited against the rent owed to the Landlord. If the Premises can be restored to a tenable condition within ninety (90) days from the date of such event, then, at the Landlord's option, by notice in writing to the Tenant, mailed within thirty (30) days after such event, this Lease shall remain in full force and effect, with the exception that the Base Rent for the period during which the Premises were untenable shall be abated pro rata.
- 16. SURRENDER AND TREATMENT OF IMPROVEMENTS.** On the last day of the Term or on the sooner termination thereof, the Tenant shall peaceably surrender the Premises in the condition required of the Tenant and consistent with the Tenant's duty to make alterations, modifications, or repairs pursuant to this Lease. All permanent alterations, additions, improvements and fixtures, other than trade fixtures, that may be made or installed by either of the parties hereto on the Premises shall, at the time of such installation, become the property of the Landlord and shall remain on and be surrendered with the Premises as a part thereof, without damage or injury and without compensation or credit to the Tenant unless the Landlord, at its option, requires the removal of any such alterations, additions, improvements, or fixtures. All nonpermanent alterations, additions, improvements, and fixtures that may be made or installed by the Tenant on the Premises shall remain at all times the property of the Tenant and shall be removed by the Tenant on termination of this Lease.
- a. **Designation by Landlord.** At the time the Tenant applies for the Landlord's written consent to any alterations, additions, improvements, and fixtures, the Landlord shall determine, in its reasonable discretion, which are to be deemed permanent and which are nonpermanent for purposes hereof, provided, however, that failure of the Landlord to do so shall not be deemed a waiver of its right to do so at a later time, or of any of its other rights with respect thereto pursuant to statute or common law.
 - b. **Tenant's Failure to Surrender.** If the Premises are not surrendered at the end of the Term or sooner termination thereof, the Tenant shall indemnify the Landlord against any loss or liability from delay by the Tenant in so surrendering the Premises, including, without limitation, claims made by any succeeding Tenant founded on such delay. The Tenant shall promptly surrender all keys for the Premises to the Landlord at the place then fixed for payment of rent and shall inform the Landlord of combinations on any locks and safes on the Premises.
 - c. **Holding over.** In the event that the Tenant, with the Landlord's express permission, remains in possession of the Premises after the expiration of its Lease without the execution of a new Lease, it shall be deemed to be occupying the Premises as a tenant and charged on a pro-rated usage, subject to all the conditions and provisions of this Lease, insofar as the same can be applicable to a month-to-month tenancy.

17. DEFAULT. The following shall constitute an "Event of Default" under the terms of this Lease:

- a. If the Tenant shall fail to timely pay, when due, any rent or other sums due under this Lease, and any such rent or other sums shall remain unpaid for five (5) days after the same becomes due;
- b. If the Tenant shall fail to observe or perform any of the covenants, terms or conditions of this Lease;
- c. The existence of any collusion, fraud, dishonesty or bad faith by or with the acquiescence of the Tenant, which in any way relates to or affects this Lease or the Premises;
- d. If at any time any material representation, statement, report or certificate made now or hereafter by the Tenant is not true and correct, or if at any time any statement or representation made by the Tenant is not true and correct, and such representation, statement, report or certificate is not corrected within ten (10) days after written notice thereof;
- e. If all or a substantial part of the assets of the Tenant are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within thirty (30) days;
- f. If the Tenant is enjoined, restrained or in any way prevented by court order from performing any of its obligations hereunder or conducting all or a substantial part of its business affairs; or if a proceeding seeking such relief is not dismissed within thirty (30) days of being filed or commenced;
- g. If a notice of lien, levy or assessment is filed of record with respect to all or any part of the property of the Tenant by the United States, or any other governmental authority, unless contestable and actually and diligently contested in accordance herewith;
- h. If the Tenant shall file a voluntary petition for bankruptcy or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter in effect;
- i. If the Tenant shall file an answer or other pleading or any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature;
- j. If, within thirty (30) days after the filing against it of any involuntary proceedings under the Federal Bankruptcy Code or similar law, state or federal, now or hereafter in effect, the Tenant shall fail to have such proceeding vacated;
- k. If the Tenant shall fail to vacate, within thirty (30) days following the entry thereof, any order appointing a receiver, trustee or liquidator for it or all or a major part of its property, either on or off the Premises;
- l. If the Tenant shall be adjudicated as bankrupt;
- m. If the Tenant shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises;
- n. If the Tenant shall die, or shall be judicially declared to be incompetent if a natural person, or if such Tenant is a firm, partnership, or corporation, be dissolved, terminated or

merged, except as the same shall constitute an Assignment pursuant to Section 14 hereof to which the Landlord gives consent;

- o. If the Tenant shall sell, convey, transfer or assign all or a major portion of its inventory, fixtures or other personal property, either on or off the Premises, without replacing same with comparable equivalents within thirty (30) days;
- p. If the Tenant shall sell, convey, transfer or assign any of the Tenant's rights, title, or interest in the Premises or this Lease, unless with the consent of Landlord in accordance with Section 14 hereof;
- q. If the Tenant abandons the Premises before the end of the Term;
- r. If the Tenant shall, at any time during the Term of this Lease, fail to carry in full force and effect any of the insurance coverage required by Paragraph 21 of this Lease.

18. DEFAULT - NONPAYMENT OF RENT. If any installment of rent is not paid by Tenant within four days of the date when due (e.g., if Base Rent is not paid by the fifth day of a month): (i) a one-time late charge in the amount of one hundred dollars (\$100.00) shall become immediately due and payable as compensation to Landlord for administrative costs; and (ii) the unpaid balance due Landlord shall bear interest at the Interest Rate from the date such installment became due and payable to the date of payment thereof by Tenant, and such late charge(s) and interest shall constitute additional rent hereunder which shall be immediately due and payable. The "Interest Rate" as used herein means the lesser of: the maximum rate permitted by law; and eighteen percent (18%) per annum.

19. WAIVER. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, nor shall acceptance of rent with knowledge of breach constitute a waiver of the breach, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent, to terminate this Lease, to repossess the Premises or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of the Lease.

20. REMEDIES. Upon the occurrence of any Event of Default, the Landlord shall have any one or more of the following remedies:

- a. The Landlord may immediately terminate this Lease by notice to the Tenant. Upon such termination by the Landlord, the Tenant will at once surrender possession of the Premises to the Landlord and remove all of the Tenant's effects therefrom; and the Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.
- b. Enter upon and take possession of the Premises by picking or changing the locks if necessary, and lock out, expel or remove the Tenant or any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for

prosecution or any claim for damages therefor, with or without having terminated this Lease;

- c. Landlord may enter upon the Premises by force if necessary without being liable for prosecution or any claim for damages therefor, and remedy such default for the account and at the expense of the Tenant without thereby waiving such default, and the Tenant further agrees that the Landlord shall not be liable for any damages resulting to the Tenant from such action;
- d. Whether or not this Lease has been terminated, Landlord may, but shall not be obligated to, attempt to relet the Premises for the account of Tenant in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and for such terms (which may include concessions or free rent) and for such uses as Landlord, in its uncontrolled discretion, may determine, and may collect and receive the rent therefor.
- e. No termination of this Lease pursuant to Subsection (a) or repossession of the Premises pursuant to Subsection (b) shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or repossession. In the event of any such termination or repossession, whether or not the Premises shall have been relet, Tenant shall pay to Landlord the Base Rent, Operating Costs, and other sums and charges to be paid by Tenant up to the time of such termination or repossession, and thereafter Tenant, until the end of what would have been the Term in the absence of such termination or repossession, shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the Base Rent, Operating Costs, and such other sums and charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds, if any, of any reletting effected pursuant to the provisions of Subsection (d) after deducting all of Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the days on which the Base Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day.
- f. In the event the Tenant deserts, vacates or abandons the Premises, the Landlord may remove and store any property which remains in the Premises. In addition to the Landlord's other rights, the Landlord may dispose of the stored property if the Tenant does not claim the property within ten (10) days after the date the property is stored. The Landlord may charge a reasonable storage fee, which fee Tenant must pay before claiming the property. The Landlord shall deliver by certified mail to the Tenant, at the address specified for notice to the Tenant herein, a notice that the Landlord may dispose of the property if the Tenant does not claim it within ten (10) days after the date the property is stored.
- g. The Landlord may bring an action in a court of competent jurisdiction to collect any amounts due and owing under this Lease and/or to compel the Tenant to perform any and all of Tenant's obligations under this Lease.

- h. The Landlord may charge all costs to cure any default or offset any loss caused by the Tenant's default to the Tenant as additional rent; and
- i. The Tenant shall pay, in addition to the rent and other sums agreed to be paid hereunder, all costs, including without limitation reasonable attorneys' fees, incurred by the Landlord that result from enforcing the provisions of this Lease.

21. INSURANCE. The Landlord agrees to secure and keep in force from and after the Commencement Date of this Lease and throughout the full Term of the Lease, at the Landlord's cost and expense, the following:

- a. "All Risk" property insurance on the Premises, as well as the entire Premises. Such insurance shall include coverage for the full replacement value of premises. Landlord shall be named as loss payee under all such policies.
- b. Commercial general liability insurance on the Premises as well as the Premises, providing coverage on an "occurrence" rather than a "claims made" basis, which policy shall include coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Lease), and Independent Contractors, in current Insurance Services Office form or other form which provides coverage at least as broad. Landlord shall maintain a combined policy limit of at least \$1,500,000 applying to Bodily Injury, Property Damage and Personal Injury, which limit may be satisfied by Landlord's basic policy, or by the basic policy in combinations with umbrella or excess policies so long as the coverage is at least as broad as that required herein. Such liability, umbrella and/or excess policies may be subject to aggregate limits so long as the aggregate limits have not at any pertinent time been reduced to less than the policy limit stated above, and provided further that any umbrella or excess policy provides coverage from the point that such aggregate limits in the basic policy become reduce or exhausted. Landlord shall be name as an additional insured under all such policies.
- c. Other Requirements. All other policies of insurance procured by the Tenant shall:
 - 1. Be issued by insurance companies reasonably acceptable to the Landlord;
 - 2. Be written as primary policies not contributing with and not in excess of coverage that the Landlord may carry;
 - 3. All additional comprehensive general liability insurance procured by the Tenant under this section shall be issued for the benefit of the Landlord, the Tenant, as their respective interests may appear;
 - 4. Contain endorsements providing as follows:
 - i. That such insurance may not be materially changed, amended, or canceled with respect to the Landlord except after twenty (20) days' prior written notice from the insurance company to the Landlord, sent by registered mail;
 - ii. That the Tenant be solely responsible for the payment of all premiums under such policy and that the Landlord shall have no obligation for the payment thereof notwithstanding that the Landlord is or may be named as an insured.

- d. **Proof of Coverage.** The original policy or policies, or duly executed certificates for the same, together with reasonably satisfactory evidence of payment of the premium thereof, shall be maintained by the Landlord. Copies of additional policies of insurance procured by the Tenant shall be delivered to the Landlord within five (5) days of the date of execution of such policies, and on renewals of such policies not less than twenty (20) days prior to the expiration of the term of any such coverage.

22. GENERAL PROVISIONS.

- a. **Waiver and indemnity.** Notwithstanding anything apparently to the contrary in this Lease, Landlord and Tenant hereby release one another and their respective partners, officers and employees from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary form of policy of the insurance required by Paragraph 21, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Liability of the Landlord and Tenant shall be governed by the provision of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws.
- b. **Keys.** Keys will be delivered to the Tenant at the commencement of the Lease and shall not be duplicated by the Tenant. The Tenant shall request additional keys from the Landlord which will not be unreasonably denied. Any and all keys to the Premises shall be surrendered to Landlord on the termination of this Lease.
- c. **No partnership, joint venture, or fiduciary relationship created.** Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Landlord and the Tenant, it being understood that the sole relationship created hereby is one of landlord and tenant.
- d. **Cumulative rights.** No right or remedy herein conferred on or reserved to the Landlord is intended to be exclusive of any other right or remedy provided by law, but each shall be cumulative in and in addition to every other right or remedy given herein or elsewhere, or hereafter existing at law, in equity, or by statute.
- e. **Notices.** All communications, demands, notices, or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent, or deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested,

Authorized Representatives for the Purpose of this Agreement:

Jack Larson, Arrowhead Transit Director
Arrowhead Transit
702 3rd Ave. So.
Virginia, MN 55792
PH: 218-735-6807

Chase Burnham, County Administrator
Chisago County
313 N. Main St.
Center City, MN 55012
PH: 651-213-8877

Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth (10th) day after the giving of such notice, such newly designated address shall be such party's address for the purposes of all communications, demands, notices, or objections permitted or required to be given or served under this Lease.

- f. **Successors and assigns.** This Lease shall be binding on and inure to the benefit of the parties hereto and their respective assigns, executors, heirs, personal representatives, and successors, provided, however, that nothing in this section shall be interpreted as granting the Tenant the right to assign this Lease or sublet the Premises.
- g. **Amendment, modification, or waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default shall not affect or impair any right arising from any subsequent default.
- h. **Severable provisions.** Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease.
- i. **Entire agreement.** This Lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.
- j. **Captions, headings, or titles.** All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease as a limitation of the scope of the particular paragraphs or sections to which they apply.
- k. **Minnesota law:** This Lease shall be construed and enforced in accordance with the laws of the state of Minnesota. No provision of this Lease shall be construed by any court against either party by reason of such party being deemed to have drafted or structured such provision.
- l. **Time of the essence.** Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.

ACKNOWLEDGMENT OF LANDLORD

Dated: _____

, Chair
Chisago County Board of Commissioners

Dated: _____

Chase Burnham, County Administrator
Chisago County Board of Commissioners

STATE OF MINNESOTA
COUNTY OF CHISAGO

On this _____ day of _____, _____, before me came, Chisago County Board Chair, and Chase Burnham, County Administrator, of the Chisago County Board of Commissioners, the Landlord named within, who acknowledged the signing and attesting to of this instrument under the authority of the Chisago County Board of Commissioners.

Notary Public

Approved as to Form: _____

Janet Reiter
Janet Reiter, Chisago County Attorney

Dated: _____
December 17, 2021

ACKNOWLEDGMENT OF TENANT

Dated: _____

Dated: _____

STATE OF MINNESOTA
COUNTY OF ST. LOUIS

I, _____ (individual's name) the _____ (title) of
_____ (company/entity name), being duly sworn, represent and
warrant that I am authorized by law and all necessary action of the entity (by way of resolution or granting
of authority) to execute this agreement on behalf of Arrowhead Transit (AEOA), intending this Agreement
to be a legally binding obligation of the entity.

Notary Public

EXHIBIT TO COMMERCIAL LEASE AGREEMENT

EXHIBIT A - PREMISES

PREMISES. The leased Premises consists of buildings and property located at:

Address: 39840 Grand Avenue, North Branch, MN 55056 ("Premises").
Plat: Lot 3, Block 2, INDUSTRIAL ESTATES 1ST ADDITION
Legal Description: Subdivision Name INDUSTRIAL ESTATES 1ST ADDITION Lot 003 Block 002
Subdivision Cd 16321

INCLUSIONS. The following are general descriptions of Premises included in the lease:

<u>Interior Premises/Use</u>	<u>Area (SF)</u>
General Office/Meeting/Reception Space – Main Building	3955 SF
Garage & Mechanical/Work Space – Main Building	1320 SF
Garage & Work Space – Accessory Building	1280 SF
	6555 SF

Exterior Premises/Use
All Parking Areas, Driveways and Ingress/Egress Pathways/Sidewalks
All Other Exterior Areas of Lot 3, Block 2 of Industrial Estates 1st Addition

EXCLUSIONS. The following are general descriptions of Premises excluded in the lease:

<u>Interior Premises/Use</u>	<u>Area (SF)</u>
File Storage Room – Accessory Building	512 SF

Exterior Premises/Use
Temporary Ingress/Egress/Parking for Access to File Storage Room – Accessory Building

USE OF PREMISES. Lessee shall be permitted use of the property described above for the operation and maintenance of the Arrowhead Transit system within Chisago County.

EXHIBIT TO COMMERCIAL LEASE AGREEMENT

EXHIBIT B - UTILITIES

For payment by Tenant of Gross Rent, Landlord shall maintain the foundations, exterior walls and roof of the Premises in good repair, ordinary wear and tear excepted, unless the need for any such repair or replacement is directly or indirectly attributable to or results from activity being conducted within the Premises, or is necessary to accommodate Tenant's operations, or becomes necessary by reason of the negligence of the Tenant, its agents, employees, or anyone else for whose acts the Tenant is responsible.

Tenant shall assume responsibility for the following Utilities: : gas, electric, water, sewer, basic telephone, satellite TV/radios, basic and non-basic cable TV service, high-speed and basic internet service, radio communication systems, and cellular and long-distance telephone service, security systems, trash removal, and pest control. Tenant shall be responsible for basic and specialized and/or high-volume trash disposal, recycling, intensive cleaning services, and disposal of hazardous materials. Tenant shall immediately upon commencement of this Lease, notify providers of utilities not covered by Landlord that Tenant is assuming responsibility for all usage and other charges due for the Premises.

Tenant shall be responsible for all other "Operating Costs" for the Premises not covered by the Landlord and/or deemed the responsibility of the Tenant, including from damage, misuse and/or extraordinary wear and tear; including fees for required professional services, including but not limited to plumbing, electrical, and cleaning services.

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 17
Title of Item for Consideration: Final Contract Payment for CSAH CP 013-064-021 CR 64 and 65 Resurfacing	
Action Requested by: Joe Triplett, P.E.	Department: Chisago County Public Works
Previous Action on this Matter: Projects have been previously approved and awarded.	
<p>Background: The final contract payment amount for the CSAH CP 013-064-021 CR 64 and 65 Resurfacing is \$40,814.53. The contract amount was \$561,827.06 and the total work certified amount was \$578,428.23.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> Final Contract Voucher – CSAH CP 013-064-021 CR 64 and 65 Resurfacing (<i>available upon request</i>) 	
<p>Action Requested/Recommended: The County Board is respectfully requested to approve the Final Contract Payment for CSAH CP 013-064-021 CR 64 and 65 Resurfacing. The following motion is suggested:</p> <p style="text-align: center;"><i>“Move to approve the CSAH CP 013-064-021 CR 64 and 65 Resurfacing Final payment.”</i></p>	
<p>Implications of Action: Board approval at tonight’s meeting will allow the Public Works department to complete the project.</p> <p>Budget/Financial Implications: None.</p> <p>Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.</p>	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 18
Title of Item for Consideration: Letter of Support for Lakes Area Law Enforcement and Training Center State Bonding	
Action Requested by: Chase Burnham, County Administrator	Department: County Administration
Previous Action on this Matter: None.	
<p>Background: The Lakes Area Police Department (LAPD) is a joint-service, cooperative agreement law enforcement agency formed in 2003, and is shared between Lindstrom and Chisago City. Since LAPD's inception, the department has been housed at the Lindstrom City Hall with ancillary services spread between three other facilities. The growth of the Chisago Lakes area since the inception of the LAPD has limited LAPD from meeting its community's needs with its current facilities.</p> <p>Lindstrom and Chisago City are requesting \$3,000,000 to build a new law enforcement center which will enable the LAPD to fully serve the needs of the Chisago Lakes area in a safe, flexible, efficient, and responsive manner. The \$3,000,000 will match the \$5.4 million being contributed by the cities of Lindstrom and Chisago City.</p>	
<p>Attachment(s):</p> <ul style="list-style-type: none">• Letter of Support• Resolution• Lakes Area Police Department Law Enforcement Center Information	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve a letter of support for Lakes Area Law Enforcement and Training Center State Bonding request. The following motion is suggested;</p> <p><i>"Move to approve a letter of support for Lakes Area Law Enforcement and Training Center State Bonding request."</i></p>	
<p>Implications of Action: Approval will show the Chisago County Board of Commissioners support for the for Lakes Area Law Enforcement and Training Center State Bonding request.</p>	
<p>Budget/Financial Implications: None.</p>	
<p>Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.</p>	

Administrator's Recommendation

Approve



Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

Chisago County Government Center
313 North Main Street, Room 172
Center City, MN 55012-9663

Commissioners:
District 1
Chris DuBose
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Mike Robinson

January 4th, 2022

The Office of Governor Tim Walz
130 State Capitol
75 Rev. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Dear Governor Walz,

We are writing in support of the bonding request from the cities of Lindstrom and Chisago City of \$3 million to build a new law enforcement center that will enable the Lakes Area Police Department to fully serve the needs of the Chisago Lakes area in a safe, flexible, efficient, and responsive manner. The requested \$3 million will match the \$5.4 million being contributed by the cities of Lindstrom and Chisago City.

The Lakes Area Police Department (LAPD) is a joint-service, cooperative agreement law enforcement agency formed in 2003, and is shared between Lindstrom and Chisago City. This cooperative agreement is a model recognized statewide and serves the needs of the surrounding communities, as well as the Chisago Lakes School District. Since LAPD's inception, the department has been housed at the Lindstrom City Hall with ancillary services spread between three other facilities. The growth of the Chisago Lakes area during this time has also led to the growth of the department, and LAPD is unable to meet the community needs required of a modern law enforcement department with its current facilities.

The LAPD law enforcement and training center will greatly benefit the public safety of the growing Chisago Lakes area, but also Chisago County as a whole. It will improve security by creating the needed separation between city staff and the law enforcement operations of the LAPD. Many law enforcement tasks, evidence processing, suspect interviewing/holding, can be risky or dangerous to non-law enforcement because they expose individuals to possible health risks. Currently, physical space is shared because of limited office space, conference space, and even interview space.

For the reasons above, I urge your full consideration of the LAPD bonding request.

Sincerely,

Chair, Chris DuBose

Comm. Marlys Dunne

Comm. Richard Greene

Comm. Ben Montzka

Comm. Mike Robinson

BOARD AGENDA

January 4, 2022

SUPPORT FOR LAPD LAW ENFORCEMENT CENTER

RESOLUTION NO. 21/0104-X RESOLUTION OF SUPPORT FOR LAKES AREA POLICE DEPARTMENT LAW ENFORCEMENT CENTER

WHEREAS, the Lakes Area Police Department has been recognized statewide as a model cooperative agreement to share law enforcement services across multiple communities; and

WHEREAS, the Lakes Area Police Department service area encompasses the cities of Lindstrom and Chisago City, and the Chisago Lakes School District; and

WHEREAS, upon its inception the Lakes Area Police Department shared space with the city government in the Lindstrom City Hall, but it has since outgrown this space leading to numerous safety issues; and

WHEREAS, current Lakes Area Police Department facilities share space with the city government in the Lindstrom City Hall, but has since outgrown this arrangement and lacks spaces for evidence processing, locker rooms, a break room, decontamination areas, gun cleaning/armory, a squad garage, as well as separation from public areas leading to safety and security issues; and

WHEREAS, the Lakes Area Police Department currently utilizes facilities across a large geographical area, which creates operational inefficiency and increases to staff travel time;

THEREFORE BE IT RESOLVED, that the Chisago County Board of Commissioners do hereby support the cities of Lindstrom and Chisago City in their request to the state of Minnesota for \$3 million in capital investment to build a new Law Enforcement Center to better support the needs of the communities serviced by the Lakes Area Police Department.

Lakes Area Police Department Law Enforcement Center



The cities of Lindstrom and Chisago City are asking the state of Minnesota for \$3 million in bonding to build a new law enforcement center to enable the Lakes Area Police Department (LAPD) to fully serve the needs of the Chisago Lakes Area in a safe, flexible, efficient, and responsive manner. This \$3 million will match \$5.4 million contributed by the cities of Lindstrom and Chisago City.

The LAPD is a joint-service, cooperative agreement law enforcement agency formed in 2004 shared between the cities of Lindstrom and Chisago City. This cooperative agreement is a model recognized statewide and serves the needs of the surrounding communities, as well as the Chisago Lakes School District.

Since its inception in 2004, the department has been housed in the Lindstrom City Hall with ancillary services spread between three other facilities. The growth of the Chisago Lakes area during this time has also led to the growth of the department, and LAPD is unable to meet the needs required of a modern law enforcement department with current facilities.

The New Lakes Area Police Department Law Enforcement Center

- The cities of Lindstrom and Chisago City are requesting \$3 million in bonding for the construction of a new law enforcement and training facility for the LAPD, matching \$5.4 million in funds from the two cities.
- The two cities, operating jointly, will construct a 17,000 square foot law enforcement and training facility that will be expandable as the community grows. The center will be built on an already-owned parcel of land with existing utilities connections.
- The new facility would have designated areas for support staff, investigations, evidence, a holding facility, administration, patrol officers, and a squad garage. Having these dedicated areas for police operations, rather than existing in shared space with the city of Lindstrom or scattered in buildings across the department service area, will allow the LAPD to meet community needs in an efficient and cost-effective manner.

Current Situation/Needs

- **Physical Space:** the LAPD shares space with the Lindstrom City Hall including a reception counter and office space, while lacking a conference room and interview spaces for the police department. This leads to individuals being brought in for questioning and detainment through city staff spaces for interviews, finger printing, etc.
- **Security:** the LAPD does not have zones of separation between Police Services and City Hall staff/public areas. This creates a lack of protection and security for sensitive information and evidence, and a safety risk for the staff and public.
- **Logistics:** lacks spaces for evidence processing, locker rooms, break room, decontamination areas, gun cleaning/armory, and a squad garage. The department utilizes facilities across the geographic service area, which creates operational inefficiency and increases staff travel time.
- **Storage:** lacks adequate storage for equipment and supplies, leading to items being stored on the floor, under tables, and in largely inaccessible locations.
- **Safety:** department is required to perform certain tasks such as evidence processing in staff work areas, and currently doesn't have proper ventilation or the ability to manage possible cross contamination. Additionally, the potential of working with hazardous substances in these work areas creates a health risk for all others in the building.

For more information, please contact:

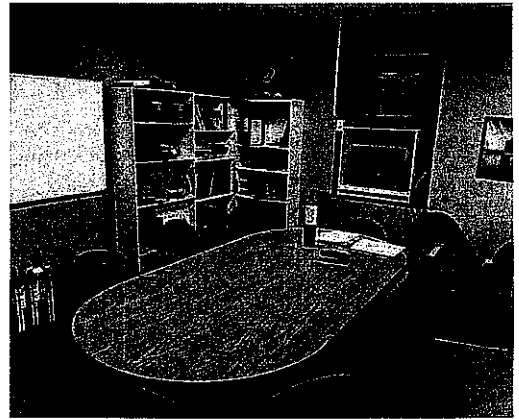
John Olinger, Administrator, City of Lindstrom

jolinger@cityoflindstrom.us 651-257-0625

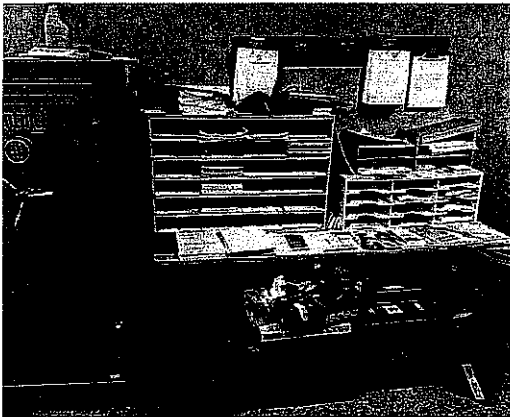
Judy Erickson 612-961-5158



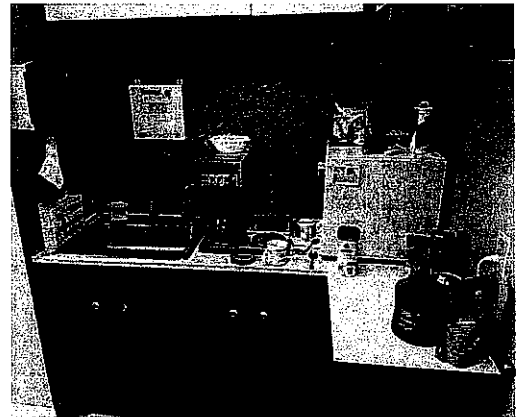
Police Department Corridor



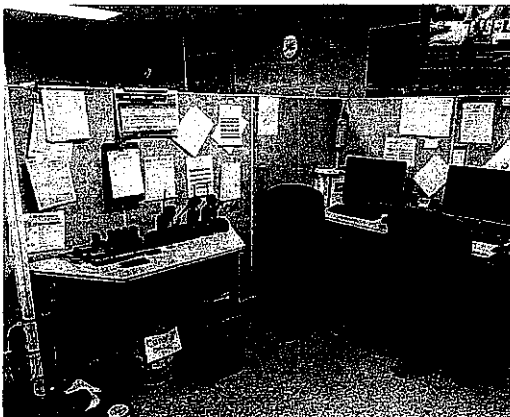
Staff Work Area/Evidence Processing



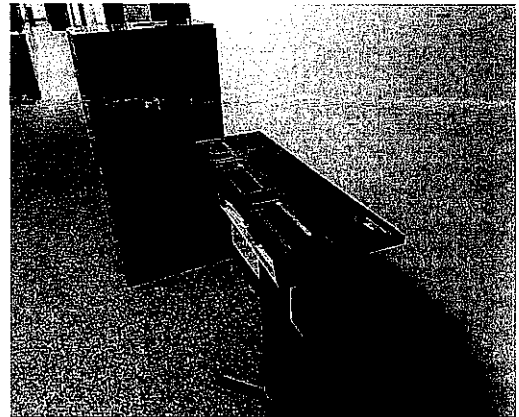
Armory/Storage/Mail



Break Counter in Office Area



Patrol Workstations/Radio Charging



Fingerprinting Equipment in Corridor

For more information, please contact:
 John Olinger, Administrator, City of Lindstrom
jolinger@cityoflindstrom.us 651-257-0625
 Judy Erickson 612-961-5158

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 19
Title of Item for Consideration: Off-Highway Vehicle Safety Grant	
Action Requested by: Sheriff Brandon Thyen	Department: Sheriff's Office
Previous Action on this Matter: None.	
<p>Background: This is a 2-year grant that runs from July 1, 2021 to June 30, 2023 and provides a total of \$13,750.00. These funds are granted to cover wages for teaching youth safety, enforcement costs and equipment purchase.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> 2-year State of Minnesota Off Highway Vehicle Safety Grant Contract 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Off-Highway Vehicle Safety Grant. The suggested motion is as follows:</p> <p style="text-align: center;"><i>“Move to approve the two-year State of Minnesota Off Highway Vehicle Safety Grant for State fiscal years 2022 and 2023.”</i></p>	
<p>Implications of Action: Accepting this grant allows for the Sheriff's Office to continue with its youth safety program, public events, added enforcement, and equipment purchases.</p>	
<p>Budget/Financial Implications: This grant provides for \$6,875.00 per year for a total of \$13,750.00 to Chisago County.</p>	
<p>Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.</p>	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Encumbrance Form

GENERAL INFORMATION:

Requestor: Chuck Niska
Description: Off Highway Vehicle Safety Grant

CONTRACT INFORMATION:

Ronald.Istvanovich@chisagocounty.us

Total Contract Amount:	\$13,750.00
Effective Date:	July 1, 2021
Expiration Date:	June 30, 2023
Vendor Name:	Chisago County Sheriff's Office
Vendor Address:	313 N Main Street # 274, Center City, MN 55012
Vendor #	0000197284 001
Contract #:	204925
PO #:	<div style="display: flex; justify-content: space-between;"> FY2022: 3000201880 FY2023: </div>

FUNDING INFORMATION:

Fiscal Year	Speedchart	Fund	FinDeptID	AppropID	Account	CC1	CC2	Amount
2022		2102	R2937714	R297401	441302	27842		\$ 6,875.00
2023		2102	R2937714	R297401	441302	27842		\$ 6,875.00
INCOMING GRANTS OR PROJECT COSTING (IF APPLICABLE)		PC Bus Unit	Project	Activity	Source Type	Category	Sub Category	
Line 1						84101501		\$ 6,875.00
Line 2								
Line 3								
Line 4								
Line 5								
Line 6								
Line 7								

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Chisago County Sheriff's Office, 313 North Main Street #274, Center City, MN 55012 ("GRANTEE").

Recitals Section

1. Under Minn. Stat. 84.026, (84.794, 84.803, and 84.927- For OHV only), and (84.83 for snowmobile safety only) the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2021, First Special Session, Chapter 6, Section 3, Subdivision 7(f) (for OHV only) or Minnesota 2021, First Special Session, Chapter 6, Section 3, Subdivision 7(d) (for snowmobile safety only) is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

July 1, 2021. As per Statute 84.026 Subd. 4, work may begin prior to execution. Per Minn. §Stat. 16B.98 Subd. 7, no payments will be made to the Grantee until this contract is fully executed.

1.2 *Expiration date:*

June 30, 2023 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

1.4 *Incur Expenses.*

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2021, whichever is later, are eligible for reimbursement unless otherwise provided in under Laws of Minnesota 2021, First Special Session, Chapter 6, Section 3, Subdivision 7(f).

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible OHV Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in OHV/ATV activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any OHV related law, rule or regulation is **MANDATORY**.
- Purchase of ATV's for use in patrolling;
- ATV maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (**not** costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated **SOLELY** to Off Highway Vehicle Enforcement work

- Submit **ANNUAL** Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.
- **POST on the Grantee's website, a copy of the two-page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, Subdivision 1.**

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be reimbursed up to \$ **6,875.00** in state fiscal year 2022, for expenses incurred between July 1, 2021 and June 30, 2022, and \$ **6,875.00** in fiscal year 2023, for expenses incurred between July 1, 2022, and June 30, 2023, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$ **13,750.00**.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2022 must be submitted **before June 30, 2023**. Invoices for state fiscal year 2023 must be submitted **before June 30, 2024**. Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

Eligible reimbursement costs may not exceed \$ **6,875.00** prior to July 1, 2022.

Eligible reimbursement costs may not exceed \$ **6,875.00** prior to July 1, 2023.

6 Authorized Representative

The State's Authorized Representative is **Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us**, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Deputy Ron Istvanovich, 313 N Main Street #274, Center City, MN 55012, (651) 257-4100, Ronald.Istvanovich@chisagocounty.us**. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to

in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 *Publicity*

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 *Termination by the State*

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 *Termination for Cause*

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not

obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute 16A.15 and 16C.05

Signed: Stacy Stide
7B8DC8F9658342A...

Date: 12/27/2021

SWIFT Contract PO No(s): 204925/3000201880

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE - CHISAGO COUNTY SHERIFF'S OFFICE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

Reviewed and Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

By: Jeffrey B. Fuge
Assistant County Attorney
Date: December 28, 2021

Distribution:

Agency
Grantee
State's Authorized Representative

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 20
Title of Item for Consideration: Hazard Mitigation Assistance Agreement	
Action Requested by: Scott Sellman, Emergency Manager	Department: Emergency Management
Previous Action on this Matter: None.	
<p>Background: Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance grants are administered in the State of Minnesota by the Minnesota Division of Homeland Security and Emergency Management (HSEM). Mitigation Plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. The planning process is as important as the plan itself. It creates a framework for risk-based decision making to reduce damages to lives, property, and the economy from future disasters.</p>	
<p>Attachment(s):</p> <ul style="list-style-type: none"> Hazard Mitigation Assistance Agreement 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Hazard Mitigation Assistance Agreement. The suggested motion is as follows:.</p> <p style="text-align: center;"><i>“Move to approve the Hazard Mitigation Assistance Agreement.”</i></p>	
<p>Implications of Action: The County needs to update its Hazard Mitigation Plan. This agreement allows for the State to provide a consultant to work with Emergency Management throughout the County to reduce or eliminate long-term risk to people and their property from natural hazards.</p>	
<p>Budget/Financial Implications: This is a cost share grant program with FEMA paying 75% of all eligible costs and the local community being responsible for the remaining 25% by providing in-kind services.</p>	
<p>Legal/Policy Implications: The proposed activities are in conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.</p>	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	<div style="display: flex; justify-content: space-around;"> Aye _____ Nay _____ Abstain _____ </div>



State of Minnesota
Department of Public Safety
Division of Homeland Security and Emergency Management
445 Minnesota Street, Suite 223
St. Paul, MN 55101-6223

Hazard Mitigation Assistance Agreement for Counties utilizing HSEM Plan Update Consultant

Overview

Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance grants are administered in the State of Minnesota by the Minnesota Division of Homeland Security and Emergency Management (HSEM). Mitigation Plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. The planning process is as important as the plan itself. It creates a framework for risk-based decision making to reduce damages to lives, property, and the economy from future disasters. Hazard mitigation is any sustained action taken to reduce or eliminate long-term risk to people and their property from natural hazards.

This is a cost share grant program with FEMA paying 75% of all eligible costs and the local community being responsible for the remaining 25% of the costs. Eligible applicants include local (county/city/tribal) governments.

Responsibilities

The State will be hiring consultants and is responsible for 75% of costs of the plan. The jurisdiction is responsible for collaborating, coordinating and communicating with HSEM staff and contractor to assist in the development of a FEMA approved and adopted Hazard Mitigation Plan update.

1. Resolution

To ensure your contribution in the HMP Update process, we request your jurisdiction pass a resolution indicating the desire to participate in this program.

2. Letter of Commitment of Funds

As part of the documentation submitted to FEMA, a Letter of Commitment of Funds for the 25% local match of in-kind services is required. A template is provided to estimate in-kind match, please fill out attached budget sheet and provide required documentation.

County Staff – Provide County staff (base plus fringe) breakout for project manager, staff support, subcommittee reps, technical experts, etc. provided by payroll system.

Hazard Mitigation Plan Update Process

The mitigation plan update process is a coordinated effort typically lead by the county Emergency Management Director (EMD) and other staff. The Scope of Work (SOW) includes steps that lead to a FEMA approved multijurisdictional mitigation plan in normally 18 months. The SOW includes:

- **Planning Process:** A contract between the county and the state is approved. The county EMD coordinates with its consultant to develop a schedule for team and public meetings. The county assists with acquiring data for the plan update and coordinates with other county agencies to participate in the plan update process. This step provides the scope for the entire update process until the plan is sent for review. The EMD will be responsible for submitting quarterly narrative reports detailing progress and delays. The county and its consultant will also track local match to be used for financial reporting. Also, team members are responsible for coordinating reviews with their staff and elected officials.
- **Risk Assessment:** The EMD and mitigation team will review the hazards from the initial plan and determine which ones will continue to be profiled. New hazards may be added. All hazards will conform to the terminology in the State Mitigation Plan. The consultant will then develop the Risk and Vulnerability assessment based on the hazards. The EMD will participate in any surveys and reviews of the draft risk assessment and give input to the consultant.
- **Mitigation Actions:** The mitigation actions are based on hazards in the risk assessment and the actions found in the initial plan. The consultant will facilitate this review with the mitigation team and include new mitigation action.
- **Draft Plan and Public Review:** The consultant completes the first draft of the mitigation plan. A public notice is given for jurisdictions to participate in meetings or give electronic input to the plan. This input is documented and factored into the plan. The EMD will follow local policy as far as having the county board and other elected/appointed bodies review the plan.
- **Review:** After all input is reviewed then the plan is sent to the state mitigation staff for review. The consultant will also provide a matrix to show how the plan meets requirements. The coordinated review between state mitigation staff and FEMA may take up to 90 days. Revisions may extend the time to have the plan meet requirements.
- **Plan Adoption and Approval:** FEMA will send a letter stating that the plan meets requirements and that it needs to be adopted to become approved. The EMD coordinates an adoption of the plan by resolution of the county board. The resolution and final copy of the plan is sent to state mitigation staff. The EMD will obtain resolutions adopting the plan from the other jurisdictions (cities) participating in the update process and send to state mitigation staff. FEMA will then approve those jurisdictions.
- **Project Closeout:** FEMA approval of the county marks the completion of the project. EMDs and counties will reconcile accounts for local match and provide any documentation.

Hazard Mitigation Plan Update Application

County Name Chisago County

Contact Name: Scott Sellman	Title: EM Director	Agency: Chisago County Emergency Management
Center City, MN 55012	Scott.sellman@chisagocountymn.gov	651-213-6313
Chief Deputy Justin Wood	Deputy EM	<u>Justin.wood@chisagocountymn.gov</u> 651-213-6302

Match and/or In-Kind Budget (Estimate – update based on actual)

*Any city or county staff funded by 100% EMPG or other Federal grant programs **are not eligible** to use salary. Draft amounts entered below based on previous planning grants. Update amounts in *italics* for your county.

1	County Staff*	150	hours	\$ 40.00	\$ 6,000.00
2	City Staff*	150	hours	\$ 30.98	\$ 4,647.00
3	Public Participation	150	hours	\$ 30.98	\$ 4,647.00
	Total In-Kind Match				\$ 15,294.00

County Staff – Provide County staff (base plus fringe) breakout for project manager, staff support, technical experts, etc. provided by payroll system.

City Staff - Use the standard rate \$30.98 (or document actual rates, if available)

Public Participation - Use the standard Minnesota 2020 volunteer rate of \$30.98. This will updated in Spring 2022 for 2021.

Certification:

Scott Sellman

Printed name

EM Director

Signature

12/06/2021

Title

Date

**RESOLUTION AUTHORIZING PARTICIPATION IN PLANNING PROCESS
AND EXECUTION OF AGREEMENT**

WHEREAS, the County of _____ is participating in a hazard mitigation planning process as established under the Disaster Mitigation Act of 2000; and

WHEREAS, the Act establishes a framework for the development of a multi- jurisdictional hazard mitigation plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and business; and

WHEREAS, the county will lead the planning effort with the assistance of consultants and State of Minnesota mitigation staff.

WHEREAS, the county will provide staff and resources from departments related to mitigation, will facilitate participation of jurisdiction within the county, and provide quarterly reporting on plan progress.

WHEREAS, the plan must include a risk assessment including past hazards, hazards that threaten the county. maps of hazards, an estimate of structures at risk, estimate of potential dollar losses for each hazard, a general description of land uses and future development trends; and

WHEREAS, the plan must include a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the plan must include a maintenance or implementation process including plan updates, integration of plan into other planning documents and how the county will maintain public participation and coordination; and

WHEREAS, the draft plan will be shared with the State of Minnesota and the Federal Emergency Management Agency (FEMA) for coordination of state and federal review and comment on the draft; and

WHEREAS, approval of the all hazard mitigation plan will make the county eligible to receive Hazard Mitigation Assistance grants as they become available; and

NOW THEREFORE, Be it resolved that _____ will enter into
(Name of Organization/Local Unit of Government)

an agreement with the Division of Homeland Security and Emergency Management in the Minnesota

Department of Public Safety for the program entitled Hazard Mitigation Assistance (HMA) for the update of the

_____ County Hazard Mitigation plan. _____ is
(Name and Title of Authorized Official)

hereby authorized to execute and sign such agreements and any amendments hereto as are necessary to

implement the plan on behalf of _____.
(Name of Organization/Local Unit of Government)

I certify that the above resolution was adopted by the _____ of
(Executive Body)
_____ on _____
(Name of Organization/Local Unit of Government) (Date)

SIGNED:

WITNESSETH:

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

Letter of Commitment of Funds

Chisago County Emergency Management
15230 Per Road
Center City, MN 55012

As a potential sub-grantee in a Hazard Mitigation Assistance (HMA) Program, Chisago County
hereby commits the matching funds necessary for the proposed Chisago County Hazard
Mitigation Plan update

After FEMA approval and during project implementation, the (insert Jurisdiction Name)
acknowledges that it is responsible for providing a minimum of 25% of all eligible project costs or a
minimum of \$15,000 in local matching funds in in-kind effort to comply with all grant cost share
requirements.

As signed, we understand the responsibilities of a sub-grantee participating in the HMA program and
hereby authorize the use of these non-federal funds for this proposed project.

Signature of Authorized Representative

Date

Signature of Authorized Representative

Date

Signature of Authorized Representative

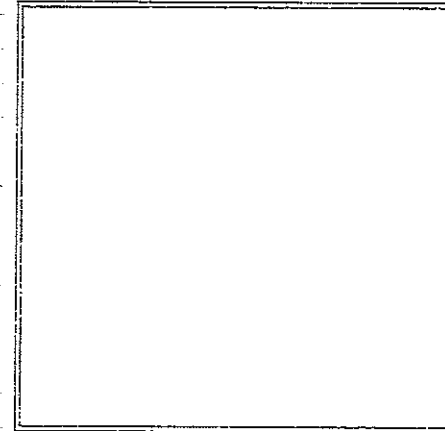
Date

Chisago County Request for Board Action

Meeting Date: January 4, 2021	Item Number: 21
Title of Item for Consideration: Out of State Travel Request – Monthly Client Visit to Connecticut	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Prior approved travel requests to see clients in residential placements.	
<p>Background: Chisago County has custody of a client that will need to be visited at a specialized residential treatment center in Connecticut. Health & Human Services is requesting approval of \$1,205.00 in travel expenses for Kim Booker (SW Child Services/ Child Protection), Kim Booker will visit the client from January 31st – February 2nd 2022. These dates allow the Social worker to visit the client.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> Out of State Travel to CT request form Kim Booker 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility there. The suggested motion is as follows:</p> <p style="text-align: center;"><i>“Move to approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility.”</i></p>	
<p>Implications of Action: By visiting this client, we are fulfilling our mandated obligation of ensuring safety and well-being for clients who are receiving Child protective services.</p> <p>Budget/Financial Implications: Budgeted levy dollars.</p> <p>Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies.</p>	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted 12/22/2021
Employee Name Kim Booker
Department Health and Human Services
Destination Connecticut
Purpose of Travel Monthly contact for client in the custody of Chisago County placed in Residential Treatment Center/provide supervised parenting time for parents
Departure Date 31-Jan-22
Return Date 2-Feb-22



Total Travel Expenses

Supervisor Name (PRINT) Christine A. Johnson

Supervisor's Signature

Christine A. Johnson

Date Approved

12/22/2021

County Board Signature

Date Approved

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Tickets for SW			\$550.00
Ground Transportation	Car rental/ parking		1	\$250.00
Conference/Registration Fees			1	\$0.00
Lodging			1	\$280.00
Meals			1	\$75.00
Mileage			1	\$50.00
Grand Total				\$1,205.00

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 22
Title of Item for Consideration: Professional/Technical Services Contract between Chisago Lakes Achievement Center	
Action Requested by: Robert Benson, Director	Department: Health and Human Services
Previous Action on this Matter: Approval of a contract with Chisago Lakes Achievement Center dated January 1, 2018 through December 31, 2019.	
<p>Background: Chisago Lakes Achievement Center provides Day Training & Habilitation, Supported Employment, Employability Services, Structured Day Program, Semi-Independent Living Services and Transportation to eligible clients with Developmental Disabilities, Serious, Persistent Mental Illness and Traumatic Brain Injury. The Medicaid population is largely supported by Medicaid waivers. In select cases, Chisago County Health & Human Services purchases a limited amount of these services for eligible consumers.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> • Professional/Technical Services Contract between Chisago Lakes Achievement Center and Chisago County 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Professional/Technical Services Contract between Chisago Lakes Achievement Center and Chisago County. The suggested motion is as follows:</p> <p style="text-align: center;"><i>“Move to approve the Professional/Technical Services Contract between Chisago Lakes Achievement Center and Chisago County.”</i></p>	
<p>Implications of Action: Board approval at tonight’s meeting will authorize Health & Human Services to purchase Day Training & Habilitation, Supported Employment, Employability Services, Structured Day Program, Semi-Independent Living Skills and Transportation from the Chisago Lakes Achievement Center for eligible populations.</p>	
<p>Budget/Financial Implications: Budgeted, county levy dollars used in select situations.</p>	
<p>Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. County Attorney has approved as to form.</p>	
Administrator’s Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ <div style="display: inline-block; width: 100px; border-left: 1px solid black; border-right: 1px solid black; padding: 0 10px;"> Nay _____ </div> <div style="display: inline-block; width: 100px; border-left: 1px solid black; border-right: 1px solid black; padding: 0 10px;"> Abstain _____ </div>

**PROFESSIONAL/TECHNICAL SERVICES CONTRACT between
CHISAGO LAKES ACHIEVEMENT CENTER and CHISAGO COUNTY**

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago, by and through Chisago County Health and Human Services, 313 North Main, Center City, MN 55102 (hereinafter County), and Chisago Lakes Achievement Center, 10985 Lake Blvd., Chisago City, MN 55013, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, 373.02, and 245.461 to 245.486 is empowered to procure from time to time certain professional/technical services, and

WHEREAS, County is in need of professional/technical services, specifically Day Training and Habilitation, Supported Employment, Employability Services, Structured Day Program, Independent Living Services and Transportation to clients with Developmental Disabilities, Serious, Persistent Mental Illness (SPMI), Traumatic Brain Injury and/or Elderly, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract,

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT.** This contract shall be effective on January 1, 2022 **or upon the date the final required signature is obtained by County, whichever occurs later**, and shall remain in effect until December 31, 2023 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under the terms of this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**

II. **CONTRACTOR'S DUTIES.**

A. CONTRACTOR agrees to provide the following services:

1. **DAY TRAINING AND HABILITATION (DT&H)**

Services directed at the development and maintenance of life skills and community integration that include supervision, training and assistance in the areas of vocational skill acquisition, work and supported employment. Some areas of specific skill acquisition may include: self-care, communication, socialization, use of leisure time, behavior management, community survival skills and money management. Also included are therapeutic activities to increase an individual's adaptive living and work skills.

2. **SUPPORTED EMPLOYMENT**

Work-related services such as: evaluation of suitable community job placement for a person; evaluation of individual support service needs; job development and job placement within integrated community settings or workplaces; intensive job site training and coaching; work-related social skills training; follow-up monitoring; and follow-along support services.

3. **EMPLOYABILITY SERVICES**

Provision of assistance to obtain, maintain, or improve employment through the use of vocational counseling, employability testing, job-finding assistance, vocational and

college training and special employment services for individuals who are disabled because of some social, economic, or mental/physical condition.

4. **STRUCTURED DAY PROGRAM**

Service designed for people who may benefit from continued rehabilitation and community integration directed at the development and maintenance of community living skills.

5. **SEMI-INDEPENDENT LIVING SERVICES (SILS)**

Services include training, counseling, instruction, supervision and assistance provided to a person with developmental disabilities or a related condition who has been determined not to be at risk of placement in an intermediate care facility for persons with developmental disabilities. Services include assistance with budgeting, meal preparation, shopping, personal appearance and related social support services needed to maintain and improve the person's level of functioning.

6. **TRANSPORTATION**

Provision of travel and escort to and from community resources and facilities.

PROVIDER STANDARDS

a. Day Training & Habilitation, Supported Employment, Prevocational Services and Structured Day Program Provider Standards:

Payments will be made only to those entities or persons that meet the current licensure requirements of Minn. Stat. chapter 245D as an intensive support service provider.

Providers licensed under 245D must report all uses of controlled procedures, emergency use of manual restraint and prohibited procedures according to Minn. Stat. 245D.06, subd. 5 to DHS via the Behavioral Intervention Report Form DHS-5148 (PDF).

Minnesota Stat. 245C requires all licensed programs to conduct background studies.

b. Semi-Independent Living Services (SILS) Provider Standards:

Payments will be made only to those entities or persons that meet the current licensure requirements of Minn. Stat. chapter 245D.

Providers licensed under 245D must report all uses of controlled procedures, emergency use of manual restraint and prohibited procedures according to Minn. Stat. 245D.06, subd. 5.

c. Transportation Provider Standards:

Providers of common carrier transportation are bus, taxicab, other commercial carrier, private automobile, or a county owned or leased vehicle. Private individuals may be designated to provide transportation when they meet the consumer's needs and preferences in a cost effective manner. Drivers must have a valid driver's license and adequate insurance coverage. Providers of special transportation, not excluded in Minnesota Statutes, section 174.30, must be certified by the Minnesota Department of Transportation under Minnesota Statutes, sections 174.29 to 174.30. (Common carrier transportation is reimbursed by the county of financial responsibility; special transportation for medical appointment(s) not covered under this agreement is billed directly to MA.)

III. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows:

Service	Rate	Program Code
Day Training & Habilitation (DT&H) Daily	\$77.15	566x
Day Training & Habilitation – Partial Day	\$57.86	566x
Supported Employment – Daily	\$77.15	437x 538x
Supported Employment – Hourly	\$12.86	437x 538x
Employability Services – Daily	\$77.15	637x
Employability Services - Hourly	\$12.86	637x
Structured Day Program – Daily	\$77.15	
Structured Day Program – 15 min.	\$3.22	
Semi-Independent Living Services (SILS) – 15 min.	\$12.22	534x 634x
Semi-Independent Living Services (SILS)–Hourly	\$48.87	534x 634x
Transportation – one way	\$17.00	416x 516x 616x
Transportation – daily	\$34.00	416x 516x 616x

The **total obligation** of County for all compensation and reimbursement to the CONTRACTOR shall not exceed Eighteen thousand dollars [\$18,000.00] per calendar year.

B. Terms of Payment.

Payment shall be made by County within 35 days of receipt of the invoice for services performed and acceptance of such services by County's authorized representative. CONTRACTOR will submit an invoice by the 10th of the month following the month in which services were provided. Final invoices for the calendar year should be sent by the 10th day of the last month of that calendar year.

All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

- IV. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this contract is:

Name: Robert Benson, Director
Address: 313 North Main Street, Center City, MN 55012
Telephone: (651)213-5217
E-Mail: Robert.Benson@chisagocounty.us
Fax: (651)213-5685

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Ben Austin, Executive Director
Address: 10985 Lake Blvd., Chisago City, MN 55013
Telephone: 651-257-6709 #24
E-Mail: baustin@clachieve.org

V. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.
- C. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.
- D. Notice of Cancellation, termination, or material modification shall be provide by Certified U.S. Mail.

- VI. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract. If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.

- VII. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- VIII. **COMPLIANCE WITH APPLICABLE LAWS.** The parties shall comply with all federal, state and local laws. Specifically, the Parties shall comply with all regulations governing data collected, created, received, or retained including the retention, maintenance and destruction of data, per 45 C.F.R. 155.1210. The absence of an immediate enforcement action or commencement of lack of remedial steps to address non-compliance shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.
- IX. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the negligent performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract.
- X. **INSURANCE.**
- A. *Workers' Compensation.* The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.
- B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:
- \$500,000 per claim
\$1,500,000 per occurrence
\$3,000,000 annual aggregate
- C. *Professional Liability Insurance.* Contractor shall maintain and provide proof of professional liability insurance for individual(s) providing professional services under this Contract. The insurance shall provide liability coverage in amounts determined by the Contractor.
- D. *Auto Insurance.* Contractor shall maintain auto liability coverage for individual(s) who operate a vehicle while carrying out any of the duties outlined in this Contract. A minimum liability amount of \$1,500,000 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including Hired and Non-owned.
- E. The County must be listed as an additional insured and shall be sent a current certificate of insurance on an annual basis. The certificate must show that the County will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.

F. Insurance coverage by the Contractor in amounts greater than tort liability limits set for municipal corporation, pursuant to Minn. Stat. §466 shall not constitute a waiver of the liability cap(s) available to the County.

XI. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

XII. **GOVERNMENT DATA PRACTICES ACT.** The Parties shall comply with all regulations governing data created, collected, received, stored, used, maintained or disseminated, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify County. County will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

By means of this Contract and for purposes of exchange of data to facilitate the program(s), the CONTRACTOR is deemed to be a part of the welfare system pursuant to Minn. Stat. 13.46, Subd. 1(c). Data collected, maintained, used or disseminated by the County and personnel of the Health and Human Services Department or collected, maintained, used or disseminated by the CONTRACTOR may be exchanged as authorized by Minn. Stat. 13.46, Subd. 2 (a)(4) - (7).

To the extent the CONTRACTOR performs functions or activities on behalf of, or provides certain services to, the County that involves access by the CONTRACTOR to Protected Health Information (PHI), the CONTRACTOR is deemed a Business Associate and shall comply with all terms outlined in Attachment A.

XIII. **OWNERSHIP OF MATERIALS, CLIENT RECORDS, AND INTELLECTUAL PROPERTY RIGHTS.**

A. County shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright

Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

- B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, County at the CONTRACTOR'S expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- XIV. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XVI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.
- XVIII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: IX, Liability; XI, Publicity; XII, Government Data Practices Act; XIII, Ownership of Materials and Intellectual Property Rights; XV, Jurisdiction and Venue; and XVI, State Audits.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR: CHISAGO LAKES ACHIEVEMENT CENTER

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

Signed:
Title: Ben Austin, Executive Director
Date:

**2. COUNTY OF CHISAGO:
APPROVED**

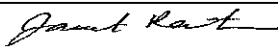
Signed:
Title: Chris DuBose, Chair, County Board
Date:

Certified:

Signed:
Title: Chase Burnham, County Administrator
Date:

Signed:
Title: Robert Benson, Health and Human Service Director
Date:

Reviewed as to Form:

Signed: 
Title: Janet Reiter, Chisago County Attorney
Date: 12/29/2021

Business Associate Agreement

This Business Associate Agreement ("BA Agreement") is between Chisago County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Chisago County Health and Human Services Department, 313 North Main Street, Center City, MN 55012 ("Covered Entity") and Chisago Lakes Achievement Center. ("Business Associate") (each a "Party" and collectively the "Parties").

Recitals

- A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).
- B. Chisago County is a Covered Entity that is a hybrid entity as defined at 45 C.F.R. § 164.105.
- C. The Service Agreement identifies certain program areas/units of Covered Entity included in Covered Entity's Health Care Component that are in need of Business Associate's services;
- D. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BAA.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

1. **Definitions.** Terms defined in the Recitals and introductory paragraph of this BA Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules as amended from time to time.
 - (a) "Business Associate" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
 - (b) "Covered Entity" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).
 - (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.
2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Services Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Services Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.

3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:
- (a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.
 - (b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.
 - (c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.
 - (d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.
 - (e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.
 - (g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:
 - (1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and
 - (2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and
 - (3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.
 - (h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules excludes the following circumstances and therefore Breach notice requirements do not apply:
 - (1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
 - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
 - (3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- (i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.
 - (j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.
 - (k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.
 - (l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.
 - (m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.
 - (n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.
4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:
- (a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R § 164.520 and material changes to such notice over time;
 - (b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and
 - (c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.
5. **Defense, Indemnification and Hold Harmless.** The Business Associate agrees to defend, indemnify, and save and hold the Covered Entity, its agents, officers, and employees harmless from all claims, fines, penalties, damages, and settlement amounts arising out of, resulting from, or in any manner attributable to any unauthorized use or disclosure of PHI by Business Associate, its subcontractors, agents and employees under this BA Agreement, including legal fees or disbursements paid or incurred to enforce the provisions of this BA Agreement.
6. **Term and Termination.**
- (a) **Term.** The Term of this BA Agreement shall be effective as of the Effective Date listed above, and shall continue until terminated as provided herein.

- (b) Termination upon Termination of the Underlying Relationship. This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Covered Agreement.
- (c) Termination for Cause. Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.
- (d) Upon Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.
 - (2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.
- 7. Mutual Representations and Warranties of the Parties. Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.
- 8. Governing Law. This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.
- 9. Notices. All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the addresses identified in Paragraph IV or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.
11. **Headings.** The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
12. **Counterparts.** This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
13. **No Third Party Beneficiaries.** Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
14. **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.
15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby.** This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.
16. **Failure to Enforce Not a Waiver.** The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
17. **Successors and Assigns.** This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
18. **Entire Agreement.** This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.
19. **Effect on Covered Agreement.** Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Covered Agreement.
20. **Interpretation.** A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 23
Title of Item for Consideration: Thomson Reuters (Westlaw) Order Form (renewal)	
Action Requested by: Janet Reiter/ Christine Samuelian	Department: County Attorney's Office
Previous Action on this Matter: The Board has approved execution of the County Attorney's Office subscription with Thomson Reuters/Westlaw on a rotating /renewal basis.	
<p>Background: Westlaw is the online research tool used by the County Attorneys. The County attorney's office subscribes to a few hard-bound law books since the advent of online research - it is more up to date and cost effective than printed research materials. By renewing prior to year-end, the subscription is renewed at a lower percentage increase. This Renewal will be for a 24-month period.</p> <p>Attachments:</p> <ul style="list-style-type: none"> • Order Form and Attachment 	
<p>Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissions Approve the Order Form for renewal of its legal research subscription with Thomson Reuters (Westlaw) for the 3-year contract term. The suggested motion is as follows:</p> <p style="text-align: center; margin-top: 20px;"><i>“Move to approve the Order Form and Attachment for renewal of the Westlaw legal research subscription between Thomson Reuters and Chisago County.”</i></p>	
<p>Implications of Action: Approval of this Order Form and Attachment will allow the County Attorney's Office to renew its Westlaw legal research subscription to continue to meet the needs of the County Attorney's Office to the benefit of the County.</p> <p>Budget/Financial Implications: The Agreement reflects an increase from the agreement. This will be covered in the County Attorney's Office annual budget</p> <p>Legal/Policy Implications: Chisago County Attorney's Office has reviewed this Order Form and Attachment and it complies with all statutes and policies of Chisago County.</p>	
Administrator's Recommendation	
Approve	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



THOMSON REUTERS

Order Form**Order ID: Q-01239475**

Contact your representative michael.t.johnson@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000201722
 CHISAGO COUNTY ATTORNEY
 COURTHOUSE
 313 N MAIN ST RM 373
 CENTER CITY MN 55012-9663 US

"Customer"

Shipping Address

Account #: 1000201722
 CHISAGO COUNTY ATTORNEY
 COURTHOUSE
 313 N MAIN ST RM 373
 CENTER CITY MN 55012-9663 US

Billing Address

Account #: 1000201722
 CHISAGO COUNTY ATTORNEY
 COURTHOUSE
 313 N MAIN ST RM 373
 CENTER CITY, MN 55012-9663
 US

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "your" or "Client".

Effective January 1, 2022, West Publishing Corporation will be assigning this agreement to its affiliate, Thomson Reuters Enterprise Centre GmbH as it relates to certain products and services. More information concerning the assignment can be found at <https://www.thomsonreuters.com/assignmentinfo>.

Upon such assignment, the following will apply:

This Order Form is a legal document between Customer and

- A. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH, and or
- B. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation.

A detailed list of products and services that will be provided by each entity, and current applicable IRS certification forms are available at <https://www.thomsonreuters.com/assignmentinfo>.

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products
 See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$1,624.48	24

Bridge Products					
Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$1,407.66	2

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

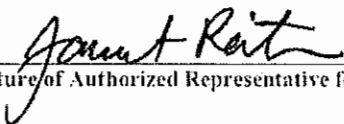
- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-01239475


Signature of Authorized Representative for order

Janet Reiter
Printed Name

Chicago County Attorney
Title

12/21/2021
Date



THOMSONREUTERS

Attachment**Order ID: Q-01239475**Contact your representative njehaef.l.johnson@thomsonreuters.com with any questions. Thank you.**Payment, Shipping, and Contact Information****Payment Method:**

Payment Method: Bill to Account

Account Number: 1000201722

Order Confirmation Contact (#28)

Contact Name: Reiter, Janet

Email: janet.reiter@chisagocounty.us**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Janet Reiter

Email janet.reiter@chisagocounty.us**ProFlex Multiple Location Details**

Account Number	Account Name	Account Address	Action
1000201722	CHISAGO COUNTY ATTORNEY	313 N MAIN ST RM 373 CENTER CITY MN 55012-9663 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
10	Attorneys	42077868	Westlaw Multi-State Analytical, Enterprise access, Government
10	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
1	Seats	42904118	Practical Law Government Practice Areas on Westlaw SM
10	Attorneys	42077751	Gvt- National Primary Core

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Christine	Samuelian	christine.samuelian@chisagocounty.us	EMAIL PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42076680	Gvt- National Primary Core
42077867	Westlaw Multi-State Analytical, Enterprise access, Government
41984152	Gvt- Trial Court Orders For Government (Westlaw PRO SM)

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% incr Yr1-2	Year 2 Monthly Charges	% incr Yr2-3	Year 3 Monthly Charges	% incr Yr3-4	Year 4 Monthly Charges	% incr Yr4-5	Year 5 Monthly Charges
40757482	West Proflex	\$1,624.48	2.00%	\$1656.97	N/A	N/A	N/A	N/A	N/A	N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

Chisago County Request for Board Action

Meeting Date: January 4, 2022	Item Number: 24
Title of Item for Consideration: Lent Township Building & Septic Inspection Services Contract	
Action Requested by: Kurt Schneider, Director	Department: Environmental Services & Zoning
<p>Previous Action on this Matter: Lent Township independently adopted urban powers and initiated an independent Building Code & Septic (SSTS) service model in 2007. Since that time, the County has not carried out or actively provided building inspection or other land use services within Lent Township.</p>	
<p>Background: Lent Township recently contacted the Environmental Services Department requesting the County initiate State Building Code and SSTS inspection services within their jurisdiction. In review, the 2021 Lent Twp. permit volumes included 4 new homes; 8 new SSTS; and a moderate level of other (110 - HVAC, Plumbing, General Bldg.) construction permits. Current department inspection staffing levels include a County Building Official; Building Inspector; and Sanitarian/SSTS Inspector along with office support.</p> <p>Staff believes the anticipated increase in inspection volume can be accommodated with minimal disruption to other service areas. If general permit/plan review turnaround timelines become noticeably delayed, the Department will propose direct utilization of added revenue and appropriate budget/contract staffing adjustment for secondary plan review services as may be needed.</p> <p>Consistent with other jurisdictions in which we provide contract inspection services (Center City, Lindstrom, Chisago City, Harris, Rush City) attached is an updated general service contract proposed to authorize inspection services for Lent Township. Staff recommends proceeding with adoption of the attached contract.</p> <p>Attachment(s):</p> <ul style="list-style-type: none"> • Lent Township Inspection Services Agreement 	
<p>Action Requested/Recommended: The County Board is respectfully requested to approve the Lent Township Agreement for Building Plan Review, Building Code Inspection, Septic Plan Review & Septic Inspection Services. The suggested motion is as follows:</p> <p style="text-align: center;"><i>“Move to approve the Agreement for Building Plan Review, Building Code Inspection, Septic Plan Review & Septic Inspection Services by and between Chisago County and the Township of Lent as presented.”</i></p>	
<p>Implications of Action: Board approval at tonight’s meeting will authorize the execution of the Inspection Agreement and allow County inspection services to commence in Lent Township. The County Building Official will be identified with the State of MN as the designated Building Official for Lent Township.</p>	
<p>Budget/Financial Implications: The majority of permit and plan review revenues generated with the increased Lent Township permit work will be retained by the County. A dramatic increase in permit</p>	

activity is not anticipated in this contracted inspection services scenario, however, if such an increase occurred future departmental budget/staffing adjustments would be evaluated.

Legal/Policy Implications: The proposed Inspection Agreement is in compliance with all applicable state and federal regulations and local County policies and procedures. The County Attorney has approved the contract document as to form.

Administrator's Recommendation

Approve

CLS

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

**AGREEMENT FOR
BUILDING PLAN REVIEW, BUILDING CODE INSPECTION,
SEPTIC PLAN REVIEW & SEPTIC INSPECTION SERVICES**

This Agreement is made and entered into, by and between COUNTY OF CHISAGO, 313 N. Main Street, Center Township, MN 55012 (hereinafter referred to as the "County") and the TOWNSHIP OF LENT (hereinafter referred to as the "Township") pursuant to Minnesota Statutes Section 471.59

RECITALS

1. The Township is seeking and the County wishes to provide building plan review, building code inspections, septic plan review and septic inspection services, as are necessary under the Lent Township's municipal ordinances and other applicable state and federal regulations.
2. The provisions of building plan review, building code inspections, septic plan review and septic inspection services by County to Township are authorized by Minnesota Statute §326B.121 Subd. 2(f) and §471.59.
3. The Township and the County, as local governments, are authorized to enter into such an agreement pursuant to Minnesota Statutes Section 471.

TERMS AND CONDITIONS

NOW, THEREFORE BE IT RESOLVED, pursuant to applicable ordinances and laws, and in consideration of the premises contained herein, it is mutually agreed between the County and the Township as follows:

1. Purpose:

The purpose of this Agreement is to provide for the coordination of services to administer building plan reviews, septic plan reviews, building inspection and septic inspections required of the Township by state law within the Township of Lent Township. Nothing in this agreement shall commit either party to provide a service or to perform an action not specified herein, or to perform any action following the expiration of this agreement, nor shall it constitute an abrogation of any authority granted to either party under law.

2. Jurisdiction:

This Agreement applies to all land area within the Township.

3. Term and Effective Date:

This Agreement shall be effective and commence on the _____ day of January 2022,

irrespective of the dates of signature. This agreement shall remain in effect unless and until terminated. Either party may terminate this Agreement at any time without cause upon forty-five (45) days written notice to the other party.

4. Notices:

Notices pursuant to this contract shall be given by deposit in the United States Mail, postage prepaid, addressed as follows:

To County: Chisago County
Kurt Schneider, Director
Zoning and Environmental Services
313 North Main Street
Center Township, MN 55012

To Township: Township of Lent
Kelly Wood, Township Clerk
33155 Hemingway Avenue
Stacy, MN 55079

Notice shall be deemed given as of the date of personal service or as of the date of deposit of the notice in the United States Mail.

5. Scope of Services:

- a. The County and the Township will jointly administer the building code regulations and subsurface sewage treatment system regulations within the land area of the Township consistent with the terms of this Agreement. The Township shall remain solely responsible for the administration and enforcement of the Township's land use and zoning ordinances.
- b. The Township shall appoint and designate the Chisago County Building Official as the Building Official for the Township. The County will provide the Township with the name of the County employee who will be so appointed by the Township. The Township will properly notify the Minnesota Department of Labor and Industry and continue to comply with any reporting and fee requirements of the Department of Labor and Industry. The Building Official and County Environmental Services Department shall assist the Township in the preparation and submittal of any required reports or submittals to the State of Minnesota, including through the collection and assembling of data necessary to submit such reports or submittals.
- c. All applications for building permits shall be reviewed for zoning and land use compliance by the Township in accord with procedures established and carried out by the Township. Upon completion of zoning and land use review, the Township shall be responsible to communicate and provide said approval to the Chisago County Building

Official and Environmental Services Department for building permit plans review and permit issuance. The Township shall provide planning & zoning compliance approval for all permit applications and shall furnish all maps, forms, applications, necessary documents, and local ordinances necessary for the Chisago County Building Official to carry out the services required of the County by this Agreement.

- d. The County agrees to provide building and septic plan review and inspection services to the Township pursuant to the terms of this Agreement as requested by Township. The Chisago County Building Official, together with other staff of the Chisago County Environmental Services Department will deliver on behalf of the County all services that this Agreement requires of the County. Under this Agreement, the County will:
 - i. enforce all provisions of the Minnesota Building Code; enforce applicable provisions of Minnesota Rule Chapter 7080;
 - ii. provide required plan reviews and inspections for building and septic permits including the on-site verification of approved site plan applicable to the project location and Townships authorized site plan concerning said permits;
 - iii. furnish evidence necessary in any prosecution of the violation of applicable ordinances, rules or regulations; and
 - iv. remit to the State of Minnesota, Department of Labor and Industry, the required surcharge fees.
- e. The County will complete all Building and Septic Administration and enforcement services required by this agreement in a timely manner and as reasonably required to meet the needs of the Township.
- f. The Chisago County Building Official and other County staff will not provide services on behalf of the Township to administer or enforce the Township's land use / zoning ordinances. The County will not provide services to the Township other than those identified above.
- g. The Chisago County Building Official shall have jurisdiction and shall have such powers and duties necessary to perform the services identified in this Agreement as the appointed Building Official of the Township.

6. Fees and Charges:

- a. The County shall collect the building permit fees pursuant to the attached **Schedule A**. Seventy-five percent (75%) of the building permit fees shall be retained by the County and twenty-five percent (25%) of the building permit fees shall be paid to the Township. Building permit fees shall be paid by the County to the Township on an annual basis.
- b. The Township shall pay the County an hourly rate of \$47.00 per hour (minimum 1 hour) and \$.56 per mile, per County fee schedule as may be amended from time to time for Chisago County Environmental Services Department inspections performed on permits

which were issued by the Township prior to the date of this Agreement.

- c. The Township shall pay the County an hourly rate of \$47.00 per hour (minimum 1 hour) and \$.56 per mile, per County fee schedule as may be amended from time to time for all general Chisago County Environmental Services Department Staff building code investigations, travel time, inspections, prosecution, or other such building code enforcement or response requests of the Township that are not directly affiliated with an issued building permit. The Township Clerk or other specified Township employee shall be designated by the Township as the sole party with authority to contact the Environmental Services Department and request/authorize such building code investigations and inspections services work;
- d. The County shall provide the Township with a quarterly written and itemized billing statement for hourly fees under this Agreement. Township shall submit payment to the County within 30 days of receipt of such written and itemized billing statement.

7. General Terms and Conditions:

- a. The Township, its officers, agents and employees will cooperate with and assist the County in the orderly performance of services provided herein.
- b. The manner and standards of performance and the control of personnel so employed shall be subject solely to the control of the County.
- c. In performing this Agreement, the County is an independent contractor and not an employee of the Township. The Chisago County Building Official and other County staff assigned to carry out the services on behalf of the Township as required of the County under this Agreement shall remain at all times the employees of the County. The County shall determine the method of providing services and other matters incidental to the performance of services under this Agreement. The Township shall be notified in advance of any proposed changes in methods of providing services.
- d. Each party shall be solely responsible to obtain insurance coverage for activities required of each respective party under this Agreement.
- e. The Township, its officers, agents and employees shall not be liable for any intentional or negligent acts of the County, the Chisago County Building Official and County employees and the County agrees to defend, indemnify and hold harmless the Township, its officers, agents, employees and insurers from any intentional or negligent act of the County and from any claim for damages, demands, causes of action, of whatever nature, whether known or unknown, liquidated or not liquidated, whether past, present or future, arising out of the County's delivery of services called for by this Agreement. In the event total liability for a claim is in excess of the County's coverage limits, the coverage limit shall apply first to meet the County's

liability

- e. The County, its officers, agents and employees shall not be liable for any intentional or negligent acts of the Township and the Township agrees to defend, indemnify and hold harmless the County, its officers, agents, employees and insurers from any intentional or negligent act of the Township, and from any claim for damages, demands, causes of action, of whatever nature, whether known or unknown, liquidated or not liquidated, whether past, present or future, arising out of the relationship of the County to the Township under the terms of this Agreement. In the event total liability for a claim is in excess of the Township's coverage limits, the coverage limit shall apply first to meet the Township's liability.
- f. In accordance with Minnesota Statutes section 471.59, Subd. 1a.(a), the Parties of this Agreement are not liable for the acts or omissions of the other party and by entering into this Agreement neither Party is agreeing to being responsible for the acts and omissions of the respective other party in carrying out the duties of the Agreement. Further, consistent with Minnesota Statutes section 471.59, Subd. 1a (b), the total liability for damages for actions and omissions of the parties shall not exceed the limits of governmental liability for a single governmental entity and that, by entering into this Agreement, neither Party is waiving the protection afforded under section 471.59, Subd. 1a (b).
- g. The Township agrees that it will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data which are related to services provided by or through the County pursuant to this Agreement. The county will assist the Township to the extent necessary for the Township to complete and respond to requests for data and records related to this Agreement. Notwithstanding the above, the County and the Township will retain and afford the State Auditor access to records concerning the delivery of services under this Agreement for six (6) years after the termination of this Agreement.
- h. In performance of the services identified herein, the parties agree to abide by the requirements and regulations of the Americans with Disabilities Act 1990 (ADA) and the Human Rights Act (Minnesota Chapters 363 and Title VII of the Civil Rights Act of 1964). These laws deal with discrimination based on sex, race, gender, disability, religion, sexual orientation, and sexual harassment. Violation of any of the above laws can lead to termination of this agreement. This paragraph does not impose upon the County the duty to enforce the requirements under the ADA, the state Human Rights Act or Title VII of the Civil Rights Act.
- i. It is understood that this Agreement contains the entire Agreement between the Township and the County that no statement, promise, or inducement made by any party hereto, or officer, agent or employee of either party hereto which is not contained in this written Agreement shall be valid or binding; this Agreement may

not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

- j. The parties specifically acknowledge that the Chisago County Attorney is not a party to this Agreement. The Township acknowledges (1) that any criminal prosecution by the Chisago County Attorney is strictly and solely at the discretion of the Chisago County Attorney; (2) any other legal action undertaken on behalf of Township for the enforcement of any ordinance adopted by Township is beyond the scope of this Agreement. It is the sole responsibility of the Township and its own Township Attorney to represent the Township except to the extent as provided Corinna Township.
- k. It is expressly understood between the parties hereto, and this understanding shall be considered when interpreting the provisions of this Agreement, that upon notice given by any party hereto, good faith negotiations may be undertaken for the purpose of revising, adding to or striking any provision or provisions of this Agreement which appear to be unworkable or insufficient to perfect, maintain, and ensure attainment of the Township's goals in the Building Plan Review, Building Code Inspection, Septic Plan Review and Septic Inspection Services.
- l. Any mutually acceptable change to the original provisions of this Agreement shall be written and attached to the Agreement as provided above and any such revision, addition, or deletion shall only apply to the provision revised, added or deleted, and the remainder of this Agreement shall remain in full force and effect.

(Signatures Found on the Page 7)

IN WITNESS WHEREOF, the Township of Lent has caused this Agreement to be signed by its Chair and attest to by its Clerk, and Chisago County has caused this Agreement to be signed.

TOWNSHIP OF Lent

By _____

Town Board Chair

Date: _____

Attest:

Township Clerk

Reviewed and Approved as to Form:

Township Attorney

Date:

CHISAGO COUNTY

By _____

Chair, Board of Commissioners

Date:

Attest:

Christina Vollrath
Clerk to the Board

Reviewed and Approved as to Form:

Chicago County Attorney

Date: December 29, 2021

SCHEDULE A

Table 1-A Building Permit Fees

Up to \$2,000 (Minimum)	\$69.25
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof

Other Inspections and Fees:

1. Re-inspection fees\$47.00 per hour (minimum one-hour)
2. Inspections for which no fee is specifically indicated.....\$47.00 per hour
(minimum charge – one hour)
3. Additional plan review required by changes, additions or revisions to plans
....\$47.00 per hour (minimum charge – one hour)
4. For use of outside consultants for plan checking and inspections, or both...Actual costs plus Admin & Overhead.
5. Temporary Certificates of Occupancy (CO's) issued for valid reason only
...\$1,000.00 with \$900.00 refundable with term set by Building Official